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**The Solicitors' Journal and Reporter.**

LONDON, JUNE 17, 1893.

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**CURRENT TOPICS.**

THE LIST of appeals from the Chancery Division is gradually decreasing, and unless more appeals are set down within the next three weeks, so as to provide work for Court No. 2, the event which has been anticipated will happen, and three of the Lords Justices may be released so as to be enabled during the circuits to assist in the Queen's Bench Division.

THE LIST of chancery cases transferred to Mr. Justice WRIGHT for trial consists of about seventeen actions, very few of which are at present ready for hearing. It is understood that Mr. Justice WRIGHT will on the 5th of July sit for the hearing of such of these cases as are then ready, so as to dispose of them before he leaves London to go on circuit. These cases will be four or five in number.

ON WEDNESDAY the Court of Appeal decided, in *Re Millard's Settled Estates*, that the court has no jurisdiction under section 26 of the Settled Land Act, 1882, to make a prospective order, authorizing the trustees of a settled estate to apply capital moneys in making improvements on the estate, at a time when the trustees have no capital moneys in their hands. This view of the construction of section 26 has, we believe, been often adopted and acted upon by the judges of the Chancery Division, but the point has never before been decided by the Court of Appeal.

MR. JUSTICE KEKEWICH commented on Monday on the difficulty he experienced in dealing with his selected list of witness actions owing to the failure of solicitors to give notice of actions having been settled or having otherwise become ineffective; but while, not unreasonably, complaining of this state of things, he indicated, with his usual common sense and fairness, the remedy. He said "he knew that solicitors wished to do their duty and to give assistance to the court; but when, for instance, an action was settled on payment of costs, there was nothing to induce the solicitor to inform the court of the fact. He could not help thinking that, if some rule were framed by which solicitors were entitled to a small charge for relieving the list of a cause so settled, it might prove advantageous."

AN ADMIRABLE résumé of the present position of matters as to the Land Transfer Bill will be found in the report of the com-

mittee of the Gloucestershire and Wiltshire Incorporated Law Society, extracts from which we print elsewhere. The concluding remarks are so practically excellent that we reproduce them here: "Your committee are strongly of opinion that, notwithstanding the favour with which the principle of the Bill has been received in Parliament, that reception is mainly due to erroneous impressions as to the operation of the present system, and failure to take into consideration the great improvements in conveyancing which have been effected under the recent Conveyancing Acts. The true policy of the profession in these circumstances is to take every means of enlightening the Legislature and the public on the subject, and in practice to make conveyancing transactions as expeditious and inexpensive as possible. By such means we may yet hope to ward off a measure, which, without benefiting the public, would certainly injure the profession by transferring to the salaried officials of a State Department business which is now satisfactorily transacted by solicitors."

THE CASE of *Re Gregson*, which came before the Lords Justices, sitting in Lunacy, on the 5th inst. (reported *ante*, p. 542), serves to shew the inconvenience of altering old forms which have been in use for a great number of years. Some time ago we ventured to make some comments (*ante*, p. 398) on the case of *Re New Zealand Trust and Loan Co.* (1893, 1 Ch. 403), and to point out that the forms in Seton, 5th ed., pp. 1033 and 1040, which had been settled and approved by the late Master of the Rolls, are of the highest authority. The question raised, it will be remembered, had reference to orders vesting Government Stock in trustees appointed by the court: whether it was necessary that the order should go on to direct the new trustees to transfer the stock into their own names. The comments then made have been amply justified in two instances. In *Re Jolliffe's Trusts* (W. N., 1893, p. 84) Mr. Justice KEKEWICH, referring to his long experience as counsel for the Bank of England, refused to adopt the *dictum* propounded by the Court of Appeal in *Re New Zealand Trust and Loan Co.*, and decided that the old practice ought to be followed. This decision has now been upheld by the Lords Justices themselves in *Re Gregson*; two of the judges being the same as were present at the hearing of *Re New Zealand Trust and Loan Co.* In this case the Bank of England had refused to act upon an order of Lord Justice KAY, made in chambers under his Lunacy jurisdiction, which, following the decision in *Re New Zealand Trust and Loan Co.*, omitted the direction for the new trustees to transfer the vested stock "into their own names to be held by them upon the trusts of the settlement"; and the refusal was based on the grounds mentioned by KEKEWICH, J., in *Re Jolliffe*, and also on the ground that it disregarded the express provisions of the Lunacy Act, 1890, s. 136, sub-sections 2, 5, and 6, which are the same as those in the Trustee Act, 1850, and the Trustee Extension Act having reference to Chancery actions, and on the ground that what was done in *Re New Zealand Trust and Loan Co.* only applied to the particular case. It was urged that the trustees did not want to "hold" the trust fund, but to distribute it among the beneficiaries; but it is obvious that the words "hold upon the trusts of the settlement" do not mean that the trustees are to retain the stock otherwise than in accordance with the settlement, and this argument does not appear to have impressed the court, which, after consultation with Lord Justice KAY, directed the required alteration to be made, thus confirming Mr. Justice KEKEWICH, and finally settling this important point.

THE SOLICITORS' Benevolent Festival last week was one of the best ever held. The attendance was unusually good—not a seat was vacant—the speeches were considerably above the average, and from first to last it was, as it ought to be, a purely solicitors' dinner. The chairman (pre-eminently, as Mr. MORRELL said, the right man in the right place), the speakers, and even a part of the music, were provided by the profession; and by a most judicious arrangement the country members were brought into prominence—if we may venture to say so, greatly

to the advantage of the freshness and interest of the speeches. Country solicitors do not go about with a gag in their mouths like members of the council of the Incorporated Law Society; they let us hear what they are thinking and doing. Not having taken an oath to say nothing definite in public within the London postal district, they are able to refer to matters about which everyone in the profession is thinking. At the recent dinner they spoke out to some purpose with regard to the Land Transfer Bill, but of all their remarks, probably the truest and most striking was that made by Mr. BLANDY, that if the Incorporated Law Society were successful in their opposition to the Bill, the demands on the Solicitors' Benevolent Association would be all the fewer, but if they were unsuccessful, there would be many more claims upon its funds. It does not seem easy even yet to make some members of the profession understand that the Land Transfer Bill and the Public Trustee Bill are matters of life or death to a large section of country solicitors. Turning to other matters, we must say a word of praise as to the music at the recent dinner. It was even better than usual, which is saying a good deal, and it culminated in the *début* of a new basso of much promise. Our special musical critic has favoured us with the following notes on the subject, which, though somewhat technical, may interest our readers. "There was much excitement when Mr. HILTON gave place in 'Sleep, gentle lady,' to a new vocalist. There was no nervousness manifest in the *débutant*, and, indeed, I am given to understand that this was not his first appearance in public, though on previous occasions he has confined himself strictly to recitative. Voice of good *timbre* and vocalization excellent. If I might venture to offer a criticism, it would be that he appears to be more at home in the higher scale than the lower; he is evidently not accustomed to descend to *Fee minor* below the scale. I observed also that a sequence of sixths taxed off hardly received that tender and sympathetic treatment which one might have expected. Still there is plainly a future before this new vocalist."

THE question of the exercise by the court of its discretion to authorize the sale of heirlooms under section 37 of the Settled Land Act, 1882, has arisen this week in two cases: in *Re Hope's Settlement*, before CHITTY, J., and in *Re The Ailesbury Settled Estates*, before STIRLING, J. (both reported elsewhere). It has been several times observed, as by CHITTY, J.—who by the way has had the principal share in settling the law on the point—in *Re Earl of Radnor's Will Trusts* (45 Ch. D. 402), that the section itself contains no guide to the court as to the grounds on which it should proceed, though some assistance is afforded by section 53, under which the tenant for life, in exercising any power under the Act, is to have regard to the interests of all parties entitled under the settlement. The court, without whose co-operation the tenant for life cannot effect a sale, is naturally guided by the same considerations. And since, apart from this general indication, the Act places no fetters upon the exercise by the court of its discretion, the court itself has refused to impose any such fetters by laying down rules for its guidance. It is, said CHITTY, J., in *Re Beaumont's Settled Estates* (58 L. T. 916), "a most dangerous thing to lay down rules with regard to the exercise of discretionary powers. The right rule, I think, is to exercise discretion in each case according to the circumstances, and to look with care and attend with anxiety to all the special and peculiar features of the case. I have reluctantly so ruled because I find that after a time discretion no longer exists." So, again, in a passage in his judgment in *Re Earl of Radnor's Will Trusts* (*supra*), quoted with approval by Lord Esher, M.R., when the case was heard on appeal, CHITTY, J., remarked:—"For myself I say emphatically that this discretion ought not to be crystallized, as it would become in course of time, by one judge attempting to prescribe definite rules, with a view to bind other judges in the exercise of the discretion which the Legislature has committed to them. This discretion, like all other judicial discretions, ought, as far as practicable, to be left untrammelled and free, so as to be fairly exercised according to the exigencies of each particular case." But though the court will not in terms (subject to an exception subsequently mentioned) lay down any rules which



will have the effect of controlling its discretion, it is possible to forecast with some degree of probability how that discretion will be exercised by paying attention to the circumstances which have been held proper to be taken into consideration. In the first place, the leaning of the court is against a sale, a circumstance justified by Lord ESHER in *Re Earl of Radnor's Will Trusts* (supra), on the ground that "an honest trustee would be inclined to keep the heirlooms where the person who has settled them desired they should be kept." Hence it is for the applicant to make out a case for sale: *Re Hope's Settlement*. The Settled Land Acts, however, expressly contemplate that the intention of the settlor shall be overruled, and hence such intention can only be taken into account as one of the general circumstances of the case (per CHITTY, J., in *Re Earl of Radnor's Will Trusts* (supra)). In *Re Beaumont's Settled Estates* (supra), however, special weight was attached to it, on the ground that the testator, under whose will the settlement was created, had only recently died, and no substantial depreciation had taken place in the value of the settled estate.

THE POINT for the court to determine, therefore, is whether the tenant for life has made out a case for a sale of the heirlooms, and in settling this it will have regard to the interests of all persons concerned. In the language of Lord ESHER (*Re Earl of Radnor's Will Trusts*, supra), "it will take all the circumstances of the family with due care into consideration"; in the language of CHITTY, J. (*Re Beaumont's Settled Estates*, supra), it will look at "the exigencies of the case and of the family, and what is fair and just to be done, having regard to the interests of all persons concerned." But these interests may be looked at from three different points of view. The estates themselves should be kept in proper condition; the persons for the time being supported out of the estates should be enabled to live in a suitable manner; and the means of keeping the heirlooms and the importance of keeping them in the family should be considered. As to the estates themselves, it appears that the court will be ready to sanction a sale of heirlooms if the proceeds are required for making improvements, or for keeping the buildings in repair: *Re Houghton Estate* (30 Ch. D. 102). And to this effect are some observations of CHITTY, J., in *Re Duke of Marlborough's Settlement* (30 Ch. D., at p. 134). As to the income from the estates, to which the owner for the time being has to look for support, this may be directly affected by the sale of heirlooms in two ways. The proceeds may be applied in the discharge of incumbrances so as to reduce the annual outgoings in the shape of interest. This was done in *Re Duke of Marlborough's Settlement* (supra, 32 Ch. D. 1), where, moreover, it was held that the incumbrances may be discharged altogether, and need not be kept on foot for the benefit of the person who would have become absolutely entitled to the heirlooms. Or the proceeds may by investment be turned into a new source of income. But for neither purpose will a sale be allowed unless the circumstances of the tenant for life require it. In *Re Beaumont's Settled Estates* (supra) the court refused to sanction a sale for the purpose of discharging incumbrances, in *Re Hope's Settlement* it refused to sanction a sale for the purpose of creating a fresh source of income. In this connection we come across the only definite rule which the court has laid down for its guidance. It will not take into account any incumbrances which have been created on his life estate by the tenant for life: *Re Beaumont's Settled Estates* (supra), *Re Earl of Radnor's Will Trusts* (45 Ch. D., p. 410); nor will it enable a tenant for life to obtain an increased income solely because his own extravagance has made this necessary: *Re Hope's Settlement*. At the same time this refers only to his conduct in relation to the life estate under the settlement in question, and, as CHITTY, J., observed in *Re Earl of Radnor's Will Trusts*, the court is not put upon a general inquiry as to the past life of the tenant for life in matters not relating to the settlement. But if the income of the estate, when properly applied, does not suffice for the requirements of the family, as if the tenant for life cannot make an adequate allowance to his eldest son (*Re Earl of Radnor's Will Trusts*), a sale of heirlooms will be allowed. It remains to consider the matters specially touching the heirlooms themselves. The court apparently will be disinclined to allow a sale if by

long association they have become a feature of the family residence (*Re Beaumont's Settled Estates*, supra); and though the family residence is sold, and they are left homeless, this is no ground for a sale of the heirlooms if the sale of the house is the act of the tenant for life (*Re Hope's Settlement*), especially if he has been driven to a sale by his own extravagance (*Re Ailsbury Settled Estates*). If, on the other hand, there is no prospect of a fitting establishment being kept up where the heirlooms can be enjoyed, as where, in *Re Ricett-Carnac's Will* (30 Ch. D. 136), a massive service of silver plate was attached to a title, the court will order a sale.

WE REPORT elsewhere a very unusual order made in a solicitor's case. The charge against the solicitor was that, having received a sum for the purpose of paying counsel's fees in an action in a county court, he misappropriated that sum to his own use. It appeared that the fees in question, although unpaid, had been included in a bill of costs taxed in the action, and had been allowed by the registrar, and that the costs as taxed, including the fees, were paid to the solicitor out of a fund in court. When the matter came before the court in October last, there appeared to be some doubt as to what had taken place on the taxation—whether the solicitor had then stated that the fees had been paid, or whether there was a loose practice in the county court of allowing counsel's fees without requiring vouchers for their payment; and the court asked the Statutory Committee to report as to this matter. From the further report of the committee, it appeared that the latter was the case, and that the solicitor had not represented to the registrar that the fees had been paid; and the court, thereupon, made an order that the solicitor be suspended from practice until the fees had been paid and an affidavit filed stating that they had been paid. With unfeigned respect for the learned judges who came to this decision, we venture to doubt the expediency of the order. Either the solicitor was or was not guilty of professional misconduct. If he was, the sentence might amount (apart from the costs of the proceedings) to no penalty at all; the fees might be paid on the very day the decision was given, and then there would be no suspension. If he was not guilty of misconduct, why should he be suspended from practice till the fees were paid?

#### EXPRESS APPOINTMENT OF EXECUTORS.

##### I.

TRULY the ways of testators are past finding out. In so simple a matter as the nomination of executors they contrive to blunder with a persistent perversity which has filled the books with cases and developed a small branch of law which it may not be unprofitable to consider with some minuteness.

The requirements are simple enough: the person intended to act as executor must be either ascertained or capable of being ascertained with certainty. If the testator only indicates his intention to appoint some person defined or to be defined, the courts, as we shall see hereafter, will do their best, within the somewhat rigorous limits prescribed by the law of evidence, to effectuate his intention. The only case in which they absolutely refuse their help is where a testator, having no particular preference for any one of several persons, or considering it invidious to select among a class of persons of equal fitness, leaves it uncertain which of them are to be nominated. Thus in *Le bonis Baylis* (1862, 2 Sw. & Tr. 613) a testator appointed A. as his executor "with any two of my sons"; the appointment was held void as to the sons for uncertainty. It seems probable that even in this case the appointment might have been effectuated by holding that the two sons who first applied for probate were the executors, but for the ancient doctrine of the law with regard to gifts in similar terms. "If a man by deed gives goods to one of the sons of I. S., who has divers sons, here he shall not aver which son he intended; for by judgment of law upon this deed this gift is void for uncertainty, which cannot be supplied by averment" (*Edward Altham's case*, 8 Co. R., at p. 155). The same rule applies to gifts by will (*Strode v. Russell*, 1768, 2 Vern., at p. 624), and could hardly be consistently rejected as to

the appointment of executors. It was applied somewhat stringently in *In bonis Blackwell* (1877, 25 W. R. 305, 2 P. D. 72), where a testator appointed "one of my sisters sole executrix." He had three sisters at the date of the will, but two of them predeceased him, so that at his death there was but one sister, and in a sense the uncertainty had ceased. Nevertheless, as the testator had not shewn any definite preference for, or intention of appointing, this sister, the appointment of executrix was held void for uncertainty.

It is not very easy to reconcile the last-mentioned decision with the doctrine, which is clearly established, that it is not necessary for the testator to shew any personal preference, or himself to appoint executors of his will; it is sufficient if he delegates the power to appoint the executors to some named or defined person (*In bonis William Cringan*, 1828, 1 Hagg. Eccl. 548; *In bonis Ryder*, 1861, 2 Sw. & Tr. 127). In the last-mentioned case a polite testatrix inserted the following appeal in her will:—"I must beg C. D., Esq., to appoint someone to see this my will executed." C. D., Esq., forthwith appointed himself; there being presumably no person in whom he had more thorough confidence or whom he considered better fitted for the post. Probate was duly granted to him. A testator who for any reason desires to keep up two executors of his will, or to secure that trustees for sale shall also be executors, may empower the surviving executor to appoint a new co-executor; and if the power is exercised the appointee may prove the will either in the lifetime of the appointor or after his death (*In bonis Deichman*, 1842, 3 Curt. 123). In some cases—as where a testator has considerable leasehold property or a business, which may take some time in realization, or has considerable trust and mortgage estates—a succession of executors secured in this way might prove convenient; and it is a little surprising that the power is not more frequently inserted in wills. Its insertion might possibly be useful, and at any rate could do no harm.

As already stated, it has been held that if a person, not already an executor, is empowered to appoint "some one" as executor, he may lawfully appoint himself (*In bonis Ryder*, *ubi supra*); but this is opposed in principle to the decision of KAY, J., in *Re Skeats* (1890, 42 Ch. D. 522), that the donee of a power to appoint new trustees cannot appoint himself.

In one case a testator appointed two persons executors, and directed them jointly with his widow to appoint a third executor. The three could not agree in the selection of the additional executor, and the question then arose whether the appointment of the two named executors was valid. It was held that it was, and probate was granted to them, power being reserved to the third executor to prove when appointed (*Jackson v. Paulet*, 1851, 2 Rob. 344).

The commonest source of difficulty with regard to the nomination of executors is inaccuracy or insufficiency in their names or descriptions as given in the will. This arises in a variety of ways.

(1) The name and description may be equally applicable in all respects to two persons—e.g., "my nephew GEORGE ASHTON," there being two nephews of that name, one legitimate and the other illegitimate (*In bonis Ashton*, 1892, P. 83). In this case, and in this case only, direct evidence of the testator's intention is admissible to shew who was the person intended by him (*Charter v. Charter*, 1874, L. R. 7 H. L., at p. 377; *In bonis Ashton*, *ubi supra*). Why such evidence should not be admissible in other cases of latent ambiguity is one of those mysteries with which our rules of evidence abound; but so the law is settled (*Doe v. Hiscocks*, 1839, 5 M. & W. 363; *Bernasconi v. Atkinson*, 1853, 10 Hare, 345; *Drake v. Drake*, 1860, 8 H. L. Cas. 172; *Re Taylor*, *Cloak v. Hammond*, 1886, 35 W. R. 186, 34 Ch. D., at p. 258).

(2) The name may be imperfect by the omission of the surname—e.g., an appointment as executors of "Percival of Brighton, Esq., the father" (*In bonis De Rosaz*, 1877, 25 W. R. 352, 2 P. D. 66); or by the omission of the Christian name—e.g., "Price, the son of Price" (*Price v. Page*, 1799, 4 Ves. 679); or by the insertion only of the initials of the name (*Abbott v. Massie*, 1796, 3 Ves. 147a). In these cases extrinsic evidence of the kind hereinafter mentioned is admissible to shew who was intended to be designated. But it must be remembered that a complete blank in the name of the

executor cannot be filled up by extrinsic evidence (*Baylis and Church v. Attorney-General*, 1741, 2 Atk. 239; *Hort v. Hort*, 1791, 3 Bro. C. C. 311); nor is such evidence admissible where sportive or uxorious testators have chosen to designate persons by letters or words having no reference to their names (*Clayton v. Lord Nugent*, 1814, 13 M. & W. 200; *Sullivan v. Sullivan*, 1870, Ir. Rep. 4 Eq. 457). In the last-mentioned case an affectionate but inaccurate Irish testator left all his property "unto my dearly beloved to and for her own use absolutely," and appointed "her" sole executrix. He meant his wife, "Dina," but he did not say so, and the court held that the words "my dearly beloved" were uncertain, and that the evidence of surrounding circumstances failed to give certainty to the case, inasmuch as, although it shewed that the testator had a wife, it did not shew that he "habitually or ever addressed his wife, or spoke of her, as dearly beloved." It might have occurred to a non-Irish court that the "habitual" use of this expression, outside a pulpit, might have given rise to serious doubts as to the testator's sanity. Evidence of declarations of the testator was of course rejected.

(3) The name used by the testator to designate his executor may be a nickname or a peculiar name by which the executor is not commonly known. In this case evidence may be given to shew that the testator habitually called the executor by that name. For instance, where the names in the will were "Mrs. and Miss BOWDEN, of Hammersmith, widow and daughter of the late Rev. Mr. BOWDEN," evidence was admitted to shew that the testatrix repeatedly spoke of a Mrs. and Miss WASHBOURNE, who were the widow and daughter of the Rev. Mr. WASHBOURNE, as Mrs. and Miss BOWDEN (*Lee v. Pain*, 1845, 4 Hare, 251; see also *In bonis O'Reilly*, 1874, 22 W. R. 224, 43 L. J. Prob. 6).

(4) The name may be applicable to one person and the description to another. In this case, although, as WOOD, V.C., observed, the description has in most of the cases prevailed over the name, the principle is, that where the testator specifies in two different ways the person intended, the court will adopt that specification which, in each instance, appears to be the least open to error (*Bernasconi v. Atkinson*, 1853, 10 Hare, at p. 352). Accordingly in this case also extrinsic evidence of the kind hereinafter mentioned is admissible to shew who was the person intended. Of course, if the name fully answers to that of a person and there is no person answering to the description, the name will prevail (*Standen v. Standen*, 1795, 2 Ves. jun. 589; *Re Blackman*, 1852, 16 Beav. 377), and if there is a person to answer to the description but no one to answer to the name, the description will prevail (*Parsons v. Parsons*, 1793, 1 Ves. jun. 266).

(5) The name, as a whole, may not be applicable to any person, and the surname and the description may apply to two or more persons. In this case also extrinsic evidence of the kind hereinafter mentioned is admissible (*In bonis O'Reilly*, 1873, 22 W. R. 224, 43 L. J. Prob. 5; *In bonis Brake*, 1881, 29 W. R. 714, 6 P. D. 217).

In all the above cases, the first step to be taken is to look at the whole will to see whether the testator has, as Lord CAIRNS put it (*Hill v. Crook*, 1873, 22 W. R. 137, L. R. 6 H. L., at p. 285), made a dictionary of the meaning of the terms he has used. If he has in other parts of his will already shewn who he means by the description of the executor, that is sufficient.

If he has not, the court has a right to ascertain all the facts which were known to the testator at the time he made his will, in order to ascertain the bearing and application of the language which he uses, and to ascertain whether there exists any person to whom the name and description can be, reasonably and with sufficient certainty, applied (*Charter v. Charter*, 1874, L. R. 7 H. L., at pp. 377, 382; see *Re Taylor*, *Cloak v. Hammond*, 1886, 35 W. R. 186, 34 Ch. D. 255; *In bonis Twohill*, 1879, L. R. Ir. 3 Ch. D. 21). Thus, in *Charter v. Charter* (*ubi supra*), a testator, in 1850, made a will whereby he appointed his "son FORSTER CHARTER" executor; and directed that his "executor FORSTER CHARTER shall annually pay to ELIZABETH CHARTER, my wife, the sum of £10 sterling, and at the same [time] allow my said wife her ordinary maintenance as long as they reside together in the same house." The testator had a son named "FORSTER CHARTER" who died under age some years before the will was made. At the date of the will the testator had two sons, WILLIAM FORSTER CHARTER, the elder, and CHARLES CHARTER,



the younger. Probate was granted by the district registrar to WILLIAM FORSTER CHARTER as the executor named in the will, but on application by CHARLES CHARTER for recall of the grant of probate, on the ground that he was "the person appointed, or intended to be appointed, by the testator sole executor" of the will, the grant was recalled by Lord PENZANCE (1871, L. R. 2 P. & D. 315); and, on appeal, the House of Lords affirmed the decision, and held that CHARLES CHARTER was the person rightfully entitled to probate. The evidence on which this conclusion was based was shortly as follows:—WILLIAM FORSTER CHARTER, nine years before the date of the will, set up business more than 100 miles from the testator's house; his visits to his father were at distant intervals, and he was called by his father "WILLIAM" or "WILLIE," and not "FORSTER." CHARLES CHARTER, on the other hand, was living with his father at the date of the will. This evidence, in conjunction with the circumstance of the gift of the annuity to the testator's widow as long as she and the executor resided together in the same house—which was considered to mean "so long as they continue to reside together"—was deemed to be sufficient demonstration that CHARLES was the executor intended.

### LÉGISLATION IN PROGRESS.

**SITES FOR PLACES OF WORSHIP.**—The Places of Worship (Sites) Bill has been read a second time in the House of Lords. Objection was taken to it, however, on the grounds that it contains no definition of a religious denomination, and that the compulsory powers conferred by the Bill are placed under the control of the Local Government Board, and not under the control of Parliament. In these respects an attempt will probably be made to alter it in committee.

**THE LIABILITY OF EMPLOYERS.**—The House of Commons Standing Committee on Law have continued the consideration of the Employers' Liability Bill. Clause 6, which provided that the Bill should not apply to domestic servants, but should apply to certain specified classes of workmen, has been omitted, the result being to make the Bill apply to all workmen and to abolish entirely the doctrine of common employment. The term "workman" was at the same time defined by a new sub-clause introduced into the definition clause (clause 7) to include "every person who has entered into or works under a contract of service or apprenticeship with an employer in the United Kingdom or on board any ship, whether the contract is express or implied, verbal or in writing." As a consequential alteration the definition of "seaman" was struck out. Clause 10, dealing with the application of the Bill to existing contracts, was struck out for the purpose of being redrafted, and was afterwards added to the Bill in the following amended form:—"Any contract existing at the commencement of this Act, whereby a workman relinquishes any right to compensation to himself or his representatives for personal injury caused to the workman by reason of the negligence of the employer, or of any person in the service of the employer, shall not for the purposes of this Act be deemed to continue after the time at which the workman's contract of service would terminate, if notice of the termination thereof were given at the commencement of this Act." On the motion of Mr. ASQUITH a new clause was accepted by the committee providing for the investment of compensation in the Post Office Savings Bank for the benefit of the children of deceased workmen. A proposal that it should be a penal offence under the Bill for an employer to insure his risks was rejected. Mr. WOODS moved the following clause:—"Whenever an employer or his agent enters into a contract, either written or verbal, with an independent contractor to do part of such employer's work, or wherever such contractor enters into a contract with a sub-contractor to do all or any part of the work comprised in such contractor's contract with the employer, such contract or sub-contract shall not bar the liability of the employer in respect of injuries by any of the workmen of such contractor or sub-contractor." He said these words were agreed upon by a Select Committee in 1886, who considered the matter very fully in their report. His object was to prevent the substantial employer from escaping liability by arranging for his work to be done by a sub-contractor. Mr. ASQUITH said the clause would have no effect whatever, for the law did not impose any liability on the employer in such circumstances. Therefore, to say that an Act of Parliament should not bar his liability was to go through a mere idle form. The foundation of the proposition came to this—that, wherever a workman was employed by a man who was not in a position to pay damages if he was injured, he should be entitled, if he could find him, to claim damages from someone else. After a long discussion Mr. WOODS' clause was withdrawn, and the matter left over for future consideration.

**SALE OF GOODS.**—The Sale of Goods Bill has been read a second time in the House of Commons.

**STATUTORY RULES.**—The Statutory Rules Procedure Bill has been read a third time in the House of Commons.

**LAW OF LIBEL.**—Upon Sir A. ROLLIT moving the second reading of this Bill Mr. T. G. BOWLES objected, remarking that he knew nothing about the Bill. Sir A. ROLLIT said that was the hon. member's misfortune. The Bill was brought in at the request of the press, to which the hon. member did belong or had belonged. However, if the objection was to be persisted in, he recognized the impossibility of passing the Bill, and therefore he moved that the order be discharged and the Bill withdrawn. The Bill was accordingly withdrawn.

**BILLS PASSED INTO LAW.**—On the 9th inst. the Royal Assent was given to the Consolidated Fund (No. 2), Municipal Corporations Act (1892) Amendment, Cholera Hospitals (Ireland), Public Libraries Act (1892) Amendment, Police Acts Amendment, Day Industrial Schools (Scotland), Reformatory Schools (Scotland), Statute Law Revision (No. 1) Bills, and to several private Bills.

### REVIEWS.

#### BOOKS RECEIVED.

*American Law Review* (May-June, 1893). Editors, SEYMOUR D. THOMPSON, St. Louis; LEONARD A. JONES, Boston. Reeves & Turner.

*The Law of Fire Insurance.* By CHARLES JOHN BUNYON, M.A., Barrister-at-Law. Fourth Edition. By FRANCIS ERNEST COLENSO, M.A., Barrister-at-Law. Charles & Edwin Layton.

### CORRESPONDENCE.

#### CANVASSING FOR ELECTION OF COUNCIL.

[To the Editor of the Solicitors' Journal.]

Sir,—The profession are greatly indebted to you for the observations on this subject contained in your last issue. Until quite recently it was considered that members of the council were elected for their professional standing and services as known to and recognized by the members of the society, and that personal canvassing was a disqualification. If canvassing is to be introduced, the candidate should at least issue an address to every member, and state the claims which he conceives himself to possess. The private and individual canvassing which is being carried on this year, as it was last year, by a particular candidate, is much to be deprecated. If canvassing should unhappily become the rule, the class of men who now form the council would not be available. They are proud to serve under existing circumstances, because their election has come to them unsought, and is a proof of the estimation in which they are held by their professional brethren.

I know well the candidate who is pushing his claims with such vigour on this occasion, and, if he had been proposed in the ordinary way, I should have favourably considered his name. But, if only as a protest against the unseemly course which he has adopted, I shall certainly vote against him, and I hope he will fail to secure election at present.

12th June.

COUNTRYMAN.

#### THE OLDEST COUNTRY SOLICITOR.

[To the Editor of the Solicitors' Journal.]

Sir,—I have not noticed any mention in the SOLICITORS' JOURNAL either of the late Mr. John Clayton, of Newcastle-on-Tyne, whose name appears in the *Law List* of 1890, and who was admitted in 1815, or of the late Mr. William Slater, who was admitted in 1820, and who died in November, 1889. The latter gentleman attended at his office to within four days of his death.

June 13.

A. A. G. T.

[To the Editor of the Solicitors' Journal.]

Sir,—I think you will find Mr. Francis Raynes, of Bawtry, Yorkshire, about the oldest non-practising solicitor. Admitted, 1822; present age, ninety-three; rides, fishes, and walks miles, still.

June 10.

R. S.

[To the Editor of the Solicitors' Journal.]

Sir,—The gentleman whose name I could not recall when I wrote my last published letter was Mr. Robert Tucker, of Ashburton, who, although he died quite recently, took out his seventieth certificate. The fact appears in the current *Law List* and *Law Calendar*.

By the way, the 1893 *Law Calendar* (pp. 517 and 1149) prints the names of two solicitors as having both been admitted in 1822, but these I ascertained to be mere typical errors for a very modern date.  
Law Club, June 10. FRANCIS K. MUNTUN.

#### ASSIGNMENTS OF POLICIES.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Perhaps some of your readers can give information on this point.

A client of mine in 1886 took an assignment of a policy of insurance (prepared by an agent of the office) by indorsement on the policy. This assignment was never stamped, but notice of the assignment was given to the office and duly acknowledged.

Seeing that the assignment was not stamped, I prepared a fresh assignment, which was duly executed by the assignor, no rights of third parties having intervened in the interval between the dates of the first and second assignment.

The insurance company, having heard from my client that the first assignment was not stamped, state that if I withdraw notice of the first assignment they will decline to pay my client under the second, because the first was not stamped; and they state that Sir E. Clarke has advised that the terms of section 19 of 51 Vict. c. 8 (Customs and Inland Revenue Act, 1888) preclude any company from paying under a duly stamped assignment where a prior assignment, for which the duly stamped assignment is substituted, has not been duly stamped.

I want to know if the point has ever been decided, as it seems to me a very strong doctrine that if I prepare an assignment and forget to stamp it I cannot, at my peril as to rights of third parties, prepare a second assignment and duly stamp that.

June 13.

A CONSTANT READER.

#### CASES OF THE WEEK.

##### Court of Appeal.

MILLER v. HANCOCK—No. 1, 13th June.

**NEGLIGENCE—LANDLORD AND TENANT—HOUSE LET IN FLATS—STAIRCASE IN OCCUPATION AND CONTROL OF LANDLORD—NO COVENANT TO KEEP STAIRS IN REPAIR—PERSONAL INJURY CAUSED BY STAIRS BEING OUT OF REPAIR—LIABILITY OF LANDLORD.**

Action to recover damages for personal injuries sustained owing to the alleged negligence of the defendant. The defendant was the owner of a house in the City of London which was let in flats to different tenants. The defendant did not reside or carry on business in the house. A staircase led up to the different flats, and this was the only mode of access to them. This staircase was not let to the tenants, the latter only having the use of it; but the tenants appointed and paid a caretaker who looked after the staircase, the defendant providing a room for the caretaker in the house free of rent. The court came to the conclusion that the staircase remained in the occupation and control of the defendant. The leases to the tenants contained no covenant by the defendant to keep the staircase in repair. The plaintiff was a collector in the employment of the Midland Railway Co., and he was in the habit once a month of calling upon the tenant of a flat on the second floor to collect accounts due to the company. Upon the occasion in question, while descending the stairs from the flat, the plaintiff fell down and injured himself. At the trial before Lawrence, J., the jury found that the accident was caused by the stairs, where the plaintiff fell, being worn away and out of repair, and found a verdict for the plaintiff. The defendant moved for judgment upon the ground that, as he had not covenanted to repair the staircase, he was under no obligation to do so, and that therefore the plaintiff could not recover. It was admitted that the stairs were in good repair when the lease to the tenant was granted. *Smith v. London and St. Katharine Docks Co.* (16 W. R. 728, L. R. 3 C. P. 326), *Colebeck v. Girdler's Co.* (24 W. R. 577, 1 Q. B. D. 234), and *Ford v. Metropolitan Railway Co.* (34 W. R. 426, 17 Q. B. D. 12) were cited.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.J.J.) dismissed the appeal.

LORD ESHER, M.R., said that the defendant let the floors out to tenants as flats. He did not let the staircase so as to make it part of the tenants' premises. The staircase therefore remained in the possession and control of the defendant. His duty to his tenants was to keep the staircase in such a condition as to be a reasonably safe mode of access to the flats, otherwise the use of the flats would be of no value to the tenants. There was therefore an implied obligation to keep the staircase in a reasonably safe condition. The defendant must have known that persons would come on business and otherwise to the tenants' premises, and that they must use the stairs. The defendant, therefore, had a duty also towards those persons. His duty was to keep the staircase, which he knew they would use, in reasonably safe repair. The reasoning in *Smith v. London and St. Katharine Docks Co.* was exactly applicable here, and, the jury having found that the staircase was out of repair, and that the plaintiff's injuries were caused thereby, the judgment for the plaintiff was right.

BOWEN, L.J., concurred. Once it was clear that the staircase remained

in the occupation and control of the defendant, his duty towards his tenants was clear also. The tenants could only use the flats by using the stairs. The defendant granted the tenants an easement over the stairs for the purpose of the reasonable enjoyment of the flats. It was argued that the person who enjoyed the easement might do the repairs himself, but could not call upon the grantor to do them. That was true generally, but in certain cases the grantor might render himself liable to repair. Bearing in mind the facts and the way in which alone the flats could be enjoyed, it was obvious that both parties must have intended that the defendant should keep the stairs in a reasonably safe condition, both for the tenants themselves and also for those who went up and down them on business with the tenants. One could not imagine a lease of this sort having any efficacy, or otherwise than futile and absurd, unless such an obligation on the defendant existed. That was an implied covenant. The landlord gave his tenants the right to use the stairs, and he knew that persons would come on the premises for business purposes, and those persons knew that they would be shielded from carelessness as to the condition of the premises by the responsibility of the person on whose shoulders rested the burden of repairing. The case therefore fell within the principle of *Smith v. London and St. Katharine Docks Co.*

KAY, L.J., concurred.—COUNSEL, *Murphy, Q.C.*, and *R. M. Bray; Cook, Q.C.*, and *Moyes*. SOLICITORS, *Sandilands & Co.*; *Lovett & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

LISTER v. LANE—No. 1, 9th June.

**LANDLORD AND TENANT—COVENANT TO REPAIR—EXTENT OF TENANT'S LIABILITY—CONDITION OF DEMISED PREMISES AT COMMENCEMENT OF TERM.**

This was an appeal of the plaintiffs from the judgment of Grantham, J., at the trial without a jury. By a lease dated the 22nd of November, 1883, the plaintiffs demised to the defendants certain premises in Lambeth, consisting of a wharf, shot-tower, house, and other buildings for a term of seven years from Michaelmas, 1883. The defendants covenanted that they would, at their own cost and charges, when and where, and as often as occasion should require, well and sufficiently and substantially repair, uphold, sustain, and maintain the premises, and would deliver up the same in good and substantial repair at the expiration of the term. The action was brought for breach of this covenant, alleged to have been committed with regard to a portion of the demised premises—viz., the house. This house, which was upwards of 100 years old, was built on what are called mud-sills, that is to say, a timber foundation was placed upon the soil, which was of a muddy character, and the house was then built upon that structure. During the continuance of the term, owing as it was afterwards ascertained to the decay of the timbers on which the house was built, the house settled down, thereby causing the walls to bulge. At the end of the term the plaintiffs found that the premises could not be repaired without pulling down the entire house, and in August, 1891, the house was condemned by the district surveyor as a dangerous structure. The plaintiffs contended that if the defendants had underpinned the house during the tenancy it would not have been necessary to pull it down, and that the words in the covenant "repair, uphold, sustain, maintain" were large enough to include the necessary underpinning. The mud upon which the timber foundation was placed was seventeen feet deep, and to underpin the house it would have been necessary to penetrate through the mud to the gravel soil beneath. Grantham, J., held that the bulging of the wall of the house was caused by the faulty construction of the foundations and the character of the house, and that the repairs which the plaintiffs had required to be done could not have been carried out without pulling down the whole house, which the plaintiffs had no right to demand, and that the defendants had done everything that was necessary under the lease. From this judgment the plaintiffs appealed.

THE COURT (LORD ESHER, M.R., and BOWEN and KAY, L.J.J.) dismissed the appeal.

LORD ESHER, M.R., said that in this case the court had to consider by what rules the inquiry ought to be governed. In *Smith's Landlord and Tenant*, 3rd ed., at p. 302, the result of the authorities on the subject was correctly laid down as follows:—"These cases established that where there is a general covenant to repair, the age and general condition of the house at the commencement of the tenancy are to be taken into consideration in considering whether the covenant has been broken." That passage was based on the observations of Tindal, C.J., in his summing up in *Gutteridge v. Munyard* (7 C. & P. 129), where he said: "When a very old building is demised, it is not meant that it should be restored in an improved state, nor that the consequences of the elements should be averted; but the tenant has the duty of keeping it as nearly as may be in the state in which it was at the time of the demise by the timely expenditure of money and care." The rule to be deduced from the authorities was that if a tenant took a house which was of such a kind that by its own inherent nature it would, in course of time, fall into a particular condition, then the natural consequences of its being in that condition were not a breach of a covenant to repair. However wide the language of the covenant might be, it was not a covenant compelling the tenant to deliver up at the end of the term a different thing from that which he took at the commencement of the term. The evidence in the present case showed that the house was an old house in Lambeth, built, as was customary with old houses in Lambeth, on piles of wood, because the high tides from the river saturated the soil and rendered it soaked and muddy and unfit for building on. That was the nature and condition of the house, and the effects of anything which happened in course of time through natural causes to a house of that nature were not breaches of the covenant to repair, but fell on the landlord. The learned judge was right in holding that there had been no



branch. The plaintiff in effect wanted the defendant to build him a new house of a different character from that which had been demised.

BOWEN and KAY, L.J.J., concurred. Appeal dismissed.—COUNSEL, T. Terrell; McCall, Q.C., and Stewart Smith. SOLICITORS, Fenning, Sons, & Mannings; Parson, Lee, & Holmes.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

**Re WASHINGTON DIAMOND MINING CO.—No. 2, 12th June.**

COMPANY—WINDING UP—FRAUDULENT PREFERENCE—AMOUNT UNPAID ON SHARES—ARREARS OF DIRECTORS' FEES—SET-OFF—MUTUAL CREDITS—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 164—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 38.

This was an appeal by the liquidator of the above-named company from a decision of Vaughan Williams, J., dismissing an application against two of the directors. The application was for an order to compel them to repay to the company two sums of £70 each. These sums were paid by the two directors in question to the company in respect of the amounts unpaid on the shares held by them, and were immediately repaid to them by the company in respect of arrears of fees due to them as directors. The repayments were alleged by the liquidator to have been invalid under section 164 of the Companies Act, 1862, as being fraudulent preferences. Vaughan Williams, J., held that no fraudulent preference had been established. The liquidator appealed. The appeal raised two questions of fact and an important question of law. The questions of fact were (1) whether the directors paid themselves their fees at a time when the company was unable to pay its debts as they became due, and (2) whether they paid themselves with a view to give themselves a preference over other creditors. The question of law was (3) whether the mutual credit clause, section 38 of the Bankruptcy Act, 1883, was applicable to cross claims between a limited company and its members in respect of calls, so as to render valid a payment by the company which but for that clause would be a fraudulent preference. Section 164 of the Companies Act, 1862, provides as follows:—"Any such conveyance, mortgage, delivery of goods, payment, execution, or other act relating to property, as would, if made or done by or against any individual trader, be deemed in the event of his bankruptcy to have been made or done by way of undue or fraudulent preference of the creditors of such trader shall, if made or done by or against any company, be deemed, in the event of such company being wound up under this Act, to have been made or done by way of undue or fraudulent preference of the creditors of such company, and shall be invalid accordingly; and for the purposes of this section the presentation of a petition for winding up a company shall, in the case of a company being wound up by the court, or subject to the supervision of the court, and a resolution for winding up the company shall, in the case of a voluntary winding up, be deemed to correspond with the act of bankruptcy in the case of an individual trader." Section 38 of the Bankruptcy Act, 1883, provides as follows:—"Where there have been mutual credits, mutual debts, or other mutual dealings between a debtor against whom a receiving order shall be made under this Act and any other person proving or claiming to prove a debt under such receiving order, an account shall be taken of what is due from the one party to the other in respect of such mutual dealings, and the sum due from the one party shall be set off against any sum due from the other party, and the balance of the account, and no more, shall be claimed or paid on either side respectively; but a person shall not be entitled under this section to claim the benefit of any set off against the property of a debtor in any case where he had at the time of giving credit to the debtor notice of an act of bankruptcy committed by the debtor and available against him.

THE COURT (LINDLEY, BOWEN, and KAY, L.J.J.) allowed the appeal.

LINDLEY, L.J. (after deciding the two questions of fact in the affirmative—viz., that the payment to the directors was made with a view to giving them a preference over other creditors at a time when the company was unable to meet its debts as they became due) said, as to the question of law—viz., whether the mutual credit clause applied to such a case as this—that if the company were an ordinary bankrupt trader to whom the mutual credit clause applied the preferential payments could not be avoided by the trustee in bankruptcy, because they would have hurt no one, the two debts could have been set off after the bankruptcy as effectually as before. That being unquestionably true of ordinary traders, did section 164 of the Companies Act, 1862, involve the same consequence on the winding up of a company? To say that it did would be to defeat those other sections of the Act which prevented all set-off against calls so long as any creditors were unpaid (sections 38 (7) and 101; *Grissell's case* (14 W. R. 1015, L. R. 1 Ch. App. 528)). Section 164 was a general section applicable to all the creditors of all companies governed by the Act, whether limited or not; but in applying the section to limited companies and the members of such companies the special legislation applicable to them must be regarded and not be defeated. The first part of section 164 must be construed as referring to the class of acts described in section 48 of the Bankruptcy Act, 1883; the words "any trader" in section 164 must be held to include traders to whom the mutual credit clause applied as well as those to whom it did not. That construction did no violence to the language and was obviously required by those sections which expressly prevented a member of a limited company in arrear for calls from obtaining payment in full of debts due to him in preference to other creditors. The disallowance of a set-off against calls between a limited company and its members on a winding up was to prevent any such preference, and its prohibition removed the only reason why a preferential payment in bankruptcy, where a set-off was allowable, was not fraudulent and void. The maxim *Constatie ratione cessat lex* applied. That construction of section 164 was not new. It was seen to be right by Cotton, L.J., in *Kent's case* (36 W. R. 818, 820, 39 Ch.

D. 259, 266), and it was the only construction which did not defeat the obvious intention of the Legislature. It had been already decided that section 10 of the Judicature Act, 1875, had not repealed or affected the enactments in the Companies Act, 1862, prohibiting set-off against calls in a winding up: see *Gill's case* (27 W. R. 934, 12 Ch. D. 755). The appeal must be allowed.—COUNSEL, Buckley, Q.C., and Kenyon Parker; Farwell, Q.C., and J. G. Wood; F. Dodd. SOLICITORS, John M. Mitchell; Wrensted & Sharpe; J. B. D. Lewis.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

**Re CATHCART—No. 2, 12th June.**

COSTS—TAXATION—SHORTHAND NOTE OF JUDGMENT—CASE REPORTED BEFORE APPEAL.

This was a summons taken out by Mrs. Cathcart asking for a review of the master's taxation of her husband's costs in a petition presented by him in lunacy. The Lords Justices, sitting in lunacy, ordered that two-thirds of the husband's costs should be paid by Mrs. Cathcart out of her separate estate. An appeal from this order was made to the full Court of Appeal, when the appeal was dismissed and the order made affirmed. One of the objections to the taxation was that the master had allowed the costs of a transcript of the shorthand notes of the judgments of the Lords Justices, though their judgments had been reported in the *Law Reports* before the hearing of the appeal.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.J.J.) refused to vary the taxing master's certificate, and thought the costs ought to be allowed.—COUNSEL, Bigham, Q.C., Cluer, and McNab; Inderwick, Q.C., and English Harrison. SOLICITORS, Arthur E. Fenton; Cranceley, Arnold, & Co.

[Reported by W. S. GODDARD, Barrister-at-Law.]

**Re EDDYSTONE MARINE INSURANCE CO.—No. 2, 8th June.**

COMPANY—ISSUE OF SHARES AS FULLY PAID UP—WINDING UP—LIABILITY TO CONTRIBUTE—REGISTERED CONTRACT—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 8, 38 (4)—COMPANIES ACT, 1867 (30 & 31 VICT. c. 131), s. 25.

This was an appeal from a decision of Wright, J., ordering the names of the appellants to be on the list of contributories in respect of certain shares which had been issued to them as fully paid up. The above-named company was registered under the Companies Acts on the 14th of September, 1887, with a capital of £20,000. It consisted of a small number of persons, as a syndicate. Subsequently it was determined to increase the capital of the company, and to invite subscriptions for shares from the outside public. It was arranged as part of the scheme for throwing the company open to the public that 300 shares of £20 each should be allotted as fully paid up to the sixteen persons who, as directors and shareholders, at that time constituted the company. These sixteen persons already held amongst them all the shares that had up to that time been issued. Upon the advice of a registration agent they were issued under an agreement dated the 15th of June, 1888, and made between the company of the one part and these sixteen persons of the other part, which recited that the company was indebted to these persons "for services rendered and expenses incurred" by them in the formation of the company and establishing its business, and that the company (being desirous to remunerate them for such services and expenses) had unanimously passed a special resolution at an extraordinary general meeting, and afterwards confirmed the same, that 300 shares of £20 each, to be credited as fully paid up and free from any liability for such payment, should be allotted to them in the proportions therein set forth, and then went on to say it was agreed that, immediately after execution, the agreement should be filed with the Registrar of Joint-Stock Companies, pursuant to section 25 of the Companies Act, 1867, and that the company would thereupon issue the shares referred to. The agreement was executed and subsequently registered, and the shares were issued; according to the evidence, they were estimated to be of the value of the goodwill of the undertaking and the cash in hand. It did not appear to have been contemplated at first to have a registered agreement at all, and it was only on the advice of an agent that such an agreement was drawn up, with a view to satisfying the 25th section of the Companies Act, 1867, and on the same advice the agreement was drawn in the form in which it was, purporting to be in consideration of "services rendered," though, in fact, no attempt seemed to have been made to estimate the value of any such services of the several parties, or to allot them shares proportionate to such services (except that the shares were to be allotted to the directors and shareholders in the proportion of three to one), nor did it appear that when the "services" were rendered it had been with any idea of being paid for them. In November, 1890, a compulsory order was made for winding up the company, and the liquidator placed the names of Messrs. John and Henry Greenway, who were two of the sixteen persons to whom the 300 shares as fully paid up were issued, on the list of contributories in respect of such of the shares as they held. The chief clerk having directed the cases of Messrs. Greenway to be placed in the list of witness actions for trial as *quasi-test cases*, Wright, J., held that there had been, in fact, nothing which the law could treat as a consideration for the shares, and that the names were properly on the list of contributories. Messrs. Greenway appealed.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.J.J.) dismissed the appeal.

LINDLEY, L.J., said that, though the appeal must be dismissed, the conduct of the appellants had been *bona fide* throughout the transaction; everything that was done was done openly, and there had been no concealment, though the introduction of "services rendered" in the agreement was a mere blind; but his lordship did not know that there was anything dishonest in that. But the question was whether what was done

was what was allowable or not by Act of Parliament. Could a company give its members shares as fully paid up for nothing, so as to free them from all liability to contribute in respect of such shares in the event of the company being wound up? The answer was, No. One had to go back to the Companies Act, 1862, ss. 8 and 38. Under section 38 every member of a company was liable, in the event of a winding up, to contribute to the assets, but (sub-section 4) no contribution could be required from any member exceeding the amount unpaid on his shares. If a shareholder had paid nothing for his shares he must pay the amount of them in full. Under the Act of 1862 payment was held not to be required necessarily in cash, but that was altered by the Act of 1867, which (section 25) required payment in cash unless otherwise determined by a contract in writing filed with the Registrar of Joint Stock Companies; but that did not relieve a shareholder from the obligation to pay imposed by the Act of 1862. The present case was, it was true, a new one in detail, but it was not new in principle. It was covered by the principle of a long string of cases, of which the cases of *Trevelyan v. Whitworth* (32 SOLICITORS' JOURNAL, 201, 36 W. R. 145, 12 App. Cas. 409), where it was held that a company could not purchase its own shares, and *Oregeum Gold Mining Co. of India v. Roper* (1892, A. C. 125), where it was held that shares could not be issued as fully paid up at a discount, were leading instances. The appeal must be dismissed.

LOPES and A. L. SMITH, L.J.J., concurred.—COUNSEL, *Neville, Q.C.*, and *G. Henderson*; *Chadwick Healey, Q.C.*, and *Younger*. SOLICITORS, *Gibbs, White, & Crocker*; *Davidson & Morris*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

### High Court—Chancery Division.

*Re RICHMOND, SCALES v. HEYHOE*—Chitty, J., 14th June.

PRACTICE—PARTIES—DECEASED PERSON—NO LEGAL PERSONAL REPRESENTATIVE—PROCEEDING IN ABSENCE—DISPENSING ORDER NECESSARY—R. S. C., XVI., 46; LV.

A testator devised his residue on trust to pay one-half of the income to his nephew William for life, and the other half to his niece Susan for life, and directed that in case William or Susan should leave any lawful issue him or her surviving, the residue should, after the decease of William and Susan, be equally divided between such issue in equal shares and proportions, and in default of such issue between all the testator's next of kin that might be living at the decease of the survivor of William and Susan. The heiress at law and sole next of kin at the testator's death in 1864 was his sister Sarah, mother of William and Susan. Sarah died in 1872 intestate leaving William, Susan, and a granddaughter, the daughter of a deceased son, her next of kin. Susan died in 1879, and by an order made in August, 1890, on an originating summons to which the trustees of the will were plaintiffs and William the defendant, it was declared that William was entitled by implication during his life to the income of Susan's moiety. No administration to Sarah's estate had then been taken out, and the above-mentioned granddaughter was not made a party to the summons, though she had communicated with the trustees, and claimed a right to appear. In November, 1890, the granddaughter, who had now taken out administration to Sarah's estate, commenced the present action for the administration of the testator's estate, claiming a declaration that the order of August, 1890, was not binding on her, either in her own right or in her representative capacity, and contending that there was an intestacy as to the income of Susan's moiety during the life of William.

CHITTY, J., said that the plaintiff was not barred by the order of 1890. Although she had not at that date taken out administration to Sarah's estate, yet it was the practice of the court to allow a person entitled to take out administration to be added as a party, and then in the event of the estate proving to be interested the order would not go till administration was granted. On the true construction of ord. 16, r. 46, enabling a judge, where there is no legal personal representative of a deceased person who was interested in the matter, to proceed in the absence of any person representing the estate of such deceased person or to appoint some person to represent the same, an order was necessary. A separate order was not essential, but some order showing on the face of it that the court dispensed with the appearance of a legal personal representative, or at all events that the attention of the judge was drawn to the point. Under the procedure by originating summons under order 55 the court was not bound to have present all the parties who would have been necessary in an old Chancery suit, but that order was subsequent in date to ord. 16, r. 46, and could not have the effect of varying the construction to be placed thereon. It was the practice in chambers to draw up orders either dispensing with the attendance of such parties or appointing some person to represent them, and the present decision merely affirmed that practice. On the point of construction the court adhered to its decision of August, 1890.—COUNSEL, *Levett, Q.C.* and *Sargent*; *Farwell, Q.C.* and *Kenyon Parker*; *Byrne, Q.C.* and *Morley*. SOLICITORS, *Morgan, Price, & Newburn*; *E. Robinson*, for *Grison & Robinson*, *Watson*; *Barlow & James*, for *H. J. Winter*, *Swaffham*.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

*Re HOPE'S SETTLEMENT*—Chitty, J., 10th June.

SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 37 & 53—HEIRLOOMS—SALE BY TENANT FOR LIFE—EXTRAVAGANCE OF TENANT FOR LIFE.

In this case an application was made by Lord H. Francis H. P. Clinton-Hope, the tenant for life under a settlement under the will of his grandmother, Mrs. Hope, for an order under section 37 of the Settled Land Act, 1882, confirming a provisional contract made in February, 1893, for the

sale by the applicant to Mr. Wertheimer of eighty-three pictures for the sum of £80,000. The applicant was twenty-seven years of age and unmarried. The pictures (known as the Hope Collection of Dutch and Flemish Masters) were settled as heirlooms, and at the date of the testatrix's death were in her leasehold house at Belgrave-square. There were other pictures (153 in number) also settled as heirlooms. These were then and still were in a house of the testatrix known as Deep Dene. Both the Belgrave-square house and Deep Dene were comprised in the settlement. The applicant had sold the Belgrave-square house, and the pictures had been lent to, and were now on exhibition at the South Kensington Museum. The applicant, in support of his application, submitted that the present time was a good time to sell, and that the offer was an excellent one, and also that the pictures were homeless, and that he was unable to provide a place for their reception. He also argued that his income was insufficient. The remaindermen all opposed the application, traversing the applicant's case generally, and stating that his insufficiency of income, if any, had been produced by his own extravagance. They also stated that the pictures, with an exception of two, although extremely valuable, were of very small size and could be easily accommodated at Deep Dene or in any ordinary house.

CHITTY, J., said that there was no question as to the safe custody of the pictures. As to the income of the applicant it appeared to be some £13,000 a year derived from the settled estates. This had been reduced by £3,000 a year which, according to his affidavits, he had to pay annually to meet sums borrowed. He said it cost £6,000 or £7,000 to keep up Deep Dene. That left him £3,000 a year. There was nothing in regard to the pictures themselves that called for the turning of the pictures into money so that income might be produced. There was also no question of benefiting the settled land. All that was said was that it would be a wise thing for the tenant for life to sell the pictures and gain an additional £2,000 or £3,000 a year income. The evidence, however, showed that the greater portion of the annual charge of £3,000 a year was due to the applicant's extravagance, and also that if he lived within his means there was no necessity for a sale. It was also shown that all other persons interested except the applicant were opposed to a sale. The applicant's financial position was due to his own extravagance. He had said before, and he repeated it now, that the fact of a tenant for life having got himself into difficulties was not a circumstance which ought to have weight in deciding in favour of a sale. It was also said that the pictures were homeless. The applicant was perfectly entitled to sell the house in Belgrave-square, and he was not blaming him for that; but nevertheless it was by reason of his own act that the pictures were not in their former home. The court's discretion in these matters was imposed by the Legislature as a fetter on the powers which the Legislature was giving to a tenant for life of upsetting the will of the settlor. By section 53 of the Act of 1882, a tenant for life was placed in the position of trustee for all parties interested. In the present case there were no special circumstances which would justify the court in exercising its judicial discretion favourably to the application, and the tenant for life was unable to show that in seeking to exercise his power of selling, he had had regard to the interests of all parties. The application was refused.—COUNSEL, *Sir Horace Darcy, Q.C.*, and *Method*; *Byrne, Q.C.*, and *A. & B. Torrell*; *Farwell, Q.C.*, and *Hadley*; *E. S. Ford*. SOLICITORS, *Gadsden & Treherne*; *Richards & Son*; *Leman & Co.*; *Walters, Dyerell & Co.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

*Re SAX, BARNED v. SAX*—North, J., 17th June.

WILL—GIFT—CONDITION—CHASING TO CARRY ON BUSINESS—BUSINESS CONVERTED INTO LIMITED COMPANY.

By his will Julius Sax, who died on the 21st of August, 1890, bequeathed, subject as therein mentioned, the goodwill of his business of a scientific instrument maker, and the stock-in-trade, plant, and effects employed therein, including the lease of the business premises, to his three sons, M. B. Sax, A. L. Sax, and C. W. Sax, in equal shares. And the testator further provided that if the said sons should cease to carry on the said business—the said leasehold premises should thereupon fall into his residuary estate. On the 7th of January, 1891, M. B. Sax assigned to his two brothers all his share of the business, including the said leasehold premises. In October, 1892, a company called Julius Sax & Co. (Limited), with a capital of £20,000, was formed, to take over and carry on the said business, and, by an agreement dated the 15th of November, 1892, A. L. Sax and C. W. Sax assigned the said business and leasehold premises to the company, subject as therein mentioned, in consideration of £20,000 payable in 2,000 fully-paid shares of £10 each. By the terms of this agreement A. L. Sax and C. W. Sax were appointed managing directors of the company for life, so long as they remained duly qualified. This was an originating summons taken out by the trustees of the will of Julius Sax, to which A. L. Sax, C. W. Sax, and M. B. Sax were defendants, to have it determined, *inter alia*, whether or not under the circumstances the defendants had ceased to carry on the said business within the meaning of the will, and whether the said leasehold premises had fallen into the testator's residuary estate. It was contended for the defendants that the proviso that the said leasehold premises should fall into the residue was void as repugnant to the gift, and if not, that the two sons still carried on the business as directors of the company.

NORTH, J., said that on the construction of the will the proviso was operative. The business was given coupled with a proviso which was not repugnant but consistent and clear, and which must be construed together with the previous gift of the business and leasehold premises. The proviso was only to take effect if a time should ever come when no son at all was carrying on the business, the cessation of one son to do so therefore did not affect the matter. With regard to the other point, as to whether the two sons have ceased to carry on the business by assigning it to the company, in one sense no doubt they have not ceased to carry it on because



they are still engaged in the business which is called after their father's name. But having sold the business to the company, in my opinion, they have ceased themselves to carry on the business. It is said they are technically carrying on the business as managing directors. But suppose they were no longer able to act as managing directors, would the fact that they still owned shares in the company, make the business theirs? I think not. Suppose they sold out all their shares, could it be said after that, that they were carrying on the business? It could not. Of course there are many variations between selling a few and selling all their shares. But if I said they were now carrying on the business I cannot see any point at which I could subsequently say they had ceased to do so. In my opinion they have handed over the business to a company of which they are officials, and they ceased themselves to carry on the business within the terms of the proviso in the will when they sold it to the company to carry it on as their successors.—COUNSEL, *Alexander, Q.C., Jessel, and Waley; Cozens-Hardy, Q.C., and Bramwell Davies*. SOLICITORS, *Emmanuel & Simmonds; Walter B. Styré*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**Ex parte BRADFORD AND DISTRICT TRAMS AND TRAMWAYS CO.,  
Re PARLIAMENTARY DEPOSITS ACT, 1892**—Stirling, J., 8th June.

TRAMWAYS COMPANY—PARLIAMENTARY DEPOSITS—PARTICULAR UNDERTAKING ABANDONED—CREDITORS—PARLIAMENTARY DEPOSITS ACT, 1892 (55 & 56 VICT. C. 27), s. 1, SUB-SECTION 2.

This was an application under the Parliamentary Deposits Act, 1892, for the decision of the court as to the persons who were, under the circumstances hereinafter mentioned, entitled to a certain sum of money which had been deposited in respect of a tramways extension. The Bradford and District Trams and Tramways Co. are a company incorporated and carry on business in the usual way. They desired to extend their undertaking, and in 1890 they applied to the Board of Trade for, and obtained, an order authorising them to make such extension. To get this order the company were obliged to make a deposit of £546, and they borrowed the money from the London Joint-Stock Association upon the terms of a certain document, by which they assigned to the association their interest in the money deposited. The undertaking was subsequently abandoned. The money deposited was thereupon claimed by the holders of mortgage debentures which had been issued by the company, who, it was contended, were "meritorious" creditors with a *bona fide* case; it was also claimed by the association who had advanced the money, on the ground that they were now to be treated as creditors of the company; it was further claimed by the solicitors of the company, chiefly in respect of costs which they had incurred in obtaining the extension order, and on their behalf it was contended that section 1, sub-section 2, of the Parliamentary Deposits Act should be read as limiting the application of the deposit for the benefit of the creditors of the particular undertaking which had been abandoned. Section 1, sub-section 2, provides that the court "may, if . . . an undertaking has been abandoned, order that the deposit fund or any part thereof . . . be applied as part of the assets of the company for the benefit of the creditors thereof."

STIRLING, J., said he could not see why the association were not creditors of the company in respect of their loan. It had been suggested that it was contrary to the policy of the Act of 1892 to admit them as creditors. It was, no doubt, contrary to the policy of the Tramways Act, 1870, under which the cases of *Re Bradford Tramways Co.* (25 W. R. 88, 4 Ch. D. 18) and *Re Lowestoft, Yarmouth, and Southwold Tramways Co.* (25 W. R. 525, 6 Ch. D. 484) had been decided, but, as was pointed out by Chitty, J., in the case of *Re Hull, Barnsley, and West Riding Junction Bill* (reported *ante*, p. 477) the policy of the Legislature had been altered, and all distinctions between meritorious and non-meritorious creditors had ceased to exist. His lordship, therefore, held that the association must be treated as creditors amongst the others. Then as to the contention that section 1, sub-section 2, of the Act of 1892 should be read as limiting the application of the deposit for the benefit of the creditors of the company in respect of the particular undertaking which had been abandoned, his lordship did not think there were any words in the section which limited the expression "creditors" to the creditors in respect of such particular undertaking. In his opinion, therefore, all the claimants must be admitted to share in the deposit, and there would consequently be a declaration that all the classes of creditors were entitled to have the money divided between them *pari passu* in proportion to the respective amounts owing to them.—COUNSEL, *Hastings, Q.C., and Bissell; Swinfen Eady; Butcher*. SOLICITORS, *Trass & Jarmain; Ashurst, Morris, Crisp, & Co.; Harper & Battecock*.

[Reported by W. A. G. WOONS, Barrister-at-Law.]

**Re THE AILESBUURY HEIRLOOMS AND THE SETTLED LAND ACTS,  
1889 TO 1890**—Stirling, J., 14th June.

SETTLED ESTATE—HEIRLOOMS—SALE BY TENANT FOR LIFE—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), s. 37.

This was an originating summons taken out by the Marquis of Ailesbury asking for permission to sell all the furniture, books, pictures, statuary, and other chattels subject to the trusts of a settlement, dated the 16th of July, 1885, being the settlement of the Savernake estate; except (1) the jewellery and other chattels in the possession and custody of Julia, Marchioness of Ailesbury; (2) the several chattels in the possession of Lady Mabel Slevier (the sister of the Marquis), by virtue of an order made by Stirling, J., in the action of *Brues v. Ailesbury*, dated the 27th of January, 1893; and (3) the manuscripts contained in the library. The grounds stated for such proposed sale were that the mansion-house at Savernake (in which the heirlooms were)

had been sold, and there was no other house subject to the trusts of the settlement, nor had the Marquis any house of his own in which he could place them. Further, he had no income out of which he could provide for the storing, preservation, and insurance of them elsewhere. Another reason suggested was that although Lord Henry Bruce, the next tenant for life in remainder after the death of the present Marquis, would not consent to the sale, yet he had made no practical suggestion for maintaining, insuring, and preserving the heirlooms. Counsel for the applicant did not ask for a sale of the plate. Counsel for the next tenant for life argued that a special case had to be made out for a sale, and the only reason given was that the heirlooms would be rendered homeless; the applicant had necessitated the sale of the estate by his own fault, and could not ask the assistance of the court. It was his duty to insure and preserve the heirlooms by virtue of the settlement, and if the sale took place he would get rid of that liability. He referred to *Re Hope's Settlement* (reported in *The Times* 12th of June, 1893), where Chitty, J., refused to sanction the sale of valuable pictures, in order to increase the income of the tenant for life, who had got himself into difficulties. He also referred to *Re the Earl of Radnor's Will Trusts* (45 Ch. D. 402, 39 W. R. Dig. 202). Lord Henry Bruce was willing to consent to the sale of a certain Murillo picture, the book-cases, including fitted and fixed furniture, and such books as might be agreed upon, but only on the condition that the sale of the estate to Lord Iveagh was completed, and he was willing to take into his own charge such heirlooms as were not sold.

STIRLING, J., said he would make an order for the sale of such of the heirlooms, as should be agreed upon, subject to the completion of the purchase by Lord Iveagh. The application as to the rest would stand over until the hearing of a motion by Lord Henry Bruce for the appointment of a receiver of the heirlooms on Friday, the 23rd of June, by which time some arrangement might be come to as to the sale and custody of the heirlooms not sold. In the meantime the Marquis would be at liberty to send down experts to examine and report upon the books and other chattels, works of art and statuary proposed to be sold.—COUNSEL, *Buckley, Q.C., and Fossett Lock; Hastings, Q.C., and Geo. Henderson; Giffard, Q.C., and Sir Reginald Cust; Muir Mackenzie*. SOLICITORS, *G. B. Lawrence & Co; Merriman, Pike & Merriman; Nicholl, Menistrey & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

**FOSTER v. FRASER**—Kekewich, J., 7th June.

COVENANT—RESTRICTIVE COVENANT—COVENANT RESTRICTING ERECTION OF "BUILDINGS"—ERECTION OF HOARDING—RIGHT TO INJUNCTION.

The plaintiff in this action was the devise in trust and executor of one William Foale. By an indenture, dated the 25th of February, 1869, Foale had conveyed to the defendant Fraser, in fee, two plots of land in Kingston-upon-Hull, forming part of a residential estate, and Fraser had covenanted with Foale, his heirs and assigns, to observe certain covenants which Foale himself had entered into upon purchasing the property. These covenants were set out in the above-mentioned indenture, and were, so far as material, in the following terms: "That any building which shall hereafter be erected upon the said piece or parcel of land secondly hereinafter described, fronting the Spring Bank aforesaid, shall be at least 36 feet in height from the level of the said flagged footpath, and shall have a stuccoed or cemented front and a slated roof; and that any building which shall hereafter be erected on the said piece or parcel of land firstly hereinafter described shall be at least 22 feet from the level of the said flagged footpath; and any buildings thereon which face the east shall have a stuccoed or cemented front; and any building facing the north shall be fronted with white stock bricks and have slated roofs; and such buildings respectively shall be used only as dwelling-houses; and that no tenements or other outbuildings shall be erected upon the said pieces or parcels of ground or any part thereof respectively to be occupied as tenements or as courts or squares or otherwise separately from the said front messuages or dwelling-houses." The defendants, the Hull and Grimsby Bill Posting and Advertising Co. (Limited), acting under a licence given by the defendant Fraser, erected, in June 1892, a large solidly-constructed wooden boarding, about 14 feet in height, which they used for advertising purposes. The plaintiff contended that the boarding depreciated the value of the property, and that it came within the terms of the covenant, which was intended to protect the estate. The defendants contended, *inter alia*, that the boarding was not a "building" within the terms of the covenant.

KEKEWICH, J., after deciding that the plaintiff was entitled to bring an action on the covenant, and that the boarding was prejudicial to the enjoyment of the property, said that the question remained whether this boarding was a "building" within the meaning of the covenant. The meaning of the word "building" had been considered in *Slaughter v. Mayor, &c., of Sunderland* (65 L. T. N. S. 250, 39 W. R. Dig. 113), *Harris v. De Piana* (33 Ch. D. 238), and *Hibbert v. Acton Local Board* (5 Times L. R. 274), but the question was a difficult one in this case. The covenant was not in very full language and did not clearly show the protection it was intended to effect. The covenant seemed to relate only to buildings. So long as the defendant Fraser abstained from building, he could use the land for agricultural, garden, or any other purposes. Looking at the terms of the covenant his lordship thought that they were inconsistent with the idea of a hoarding. The covenant did not restrict the building of anything which could not be cemented or stuccoed, and "cement" and "stucco" were quite inapplicable to a hoarding. He therefore held that the covenant did not extend to the hoarding, and, on that ground, gave judgment for the defendants, with costs.—COUNSEL, *Rushmore, Q.C., and Maidlow; Warmington, Q.C., and J. G. Wood; C. T. Mitchell*. SOLICITORS, *Redpath, Holdenworth, & Marshall, for Shackles & Son, Hull; James & James, for Thorney & Son, Hull; Bolton & Mote, for T. & A. Priestman, Hull.*

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

## Winding-up Cases.

HARRISON v. ST. ETIENNE BREWERY CO. — Vaughan Williams, J.,  
12th June.COMPANY — WINDING UP — DEBENTURE-HOLDER'S ACTION — DEBENTURES  
CHARGING UNCALLED CAPITAL — MAKING CALLS — ENFORCING CALLS.

This was an application in a debenture-holder's action and in the winding up of the above-named company that, upon the liquidator being properly indemnified against costs which he might be put to in the winding up and in respect of the actions or other proceedings therein-after referred to, the liquidator should take such proceedings as might be necessary to call up any uncalled capital, and that the receiver appointed in the debenture-holder's action might be at liberty, in the name of the company, to bring such actions or take such other proceedings as might be necessary for getting in such calls and other moneys due and remaining unpaid in respect of shares. The company was incorporated in April, 1890, with a nominal capital of £175,000 divided into 35,000 shares of £5 each. The whole of the shares were issued and the sum of £25,000 remained uncalled up. The company had issued debentures for £80,000 charging the undertaking and all the property whatsoever, both present and future, including uncalled capital of the company. On the 3rd of February, 1893, an action was commenced by the plaintiff on behalf of himself and all other holders of debentures of the company to have the debentures enforced and for a receiver, and a receiver was appointed on the same date. On the 18th of February, 1893, a resolution for voluntary liquidation was passed and a liquidator appointed. On the 20th of February following an order was made that the winding up should be continued under supervision. The applicant, the plaintiff in the debenture-holder's action, asked that the order should be in the form made in *Fowler v. Broad's Patent Night Light Co.* (41 W. R. 247; 1893, 1 Ch. 724), and also referred to an order made in an unreported case of *Re Kinnears & Co.* (1891 C. 2,443), *Compton v. Kinnears*, where Kekewich, J., had ordered that "subject to the leave of the court the official receiver and liquidator should be at liberty to call up any uncalled capital on the shares held by the contributories of the company respectively, and that the receiver appointed in the action should be at liberty, in the name of the company or of the official receiver and liquidator, to take all such steps as might be necessary to enforce payment of any calls made and remaining unpaid and of any calls to be made, such calls when recovered to be paid into court to the credit of the action without prejudice to any question." It was stated in the present case that the debentures would exhaust all the assets of the company, and that the debenture-holders would be the only persons who would get anything out of the company's estate.

VAUGHAN WILLIAMS, J., said that as a general rule it was better that the person in whose name proceedings had to be technically taken should be *dominus litis*. He did not say that in this case there was any special reason for it, but he wished to lay down as a *prima facie* rule that when proceedings are to be taken in the name of a liquidator an application should be made that the liquidator take the proceedings himself. The reason he laid down this rule was that by experience he had not found it wholesome that liquidators, official receivers, and other persons in a similar position should be allowed to lend their names to other persons for the purpose of taking proceedings on being indemnified against the costs, because some of those persons got command of the proceedings and used them in a way which was not proper. In the present case, however, the receiver in the action consenting that the books of the company should remain in the hands of the liquidator, he would make an order that the receiver should take the necessary proceedings to get in calls, on his undertaking to leave the company's books in the possession of the liquidator, and for that purpose to use the name of the liquidator, and, if necessary, that of the company. The liquidator must be indemnified against costs, and the indemnity settled in chambers. Costs of the application to be costs in the liquidation. — COUNSEL, G. Henderson; W. Baker. SOLICITORS, Ingram, Harrison, & Ingram; Burn & Berridge.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

## High Court—Queen's Bench Division.

WHITAKER v. CATHERINE COHEN AND A. A. COHEN—9th June.

EQUITABLE EXECUTION—APPOINTMENT OF RECEIVER—LIFE INTERESTS OF  
HUSBAND AND WIFE IN CERTAIN FURNITURE AND EFFECTS UNDER MARRIAGE  
SETTLEMENT—RIGHT OF JUDGMENT CREDITOR TO RECEIVER—SEPARATE  
ESTATE OF WIFE SUBJECT TO RESTRAINT ON ANTICIPATION.

Appeal by the defendants from an order of his Honour Judge Stonor, made at Brompton County Court, on the 20th of April, 1893. By this order (*inter alia*) it was ordered that the plaintiff be appointed receiver of the several interests of the defendants under a deed of settlement dated the 22nd of June, 1875, in the furniture and effects therein comprised, and that the defendants be restrained from interfering or meddling with the said furniture and other effects, without the written permission of the plaintiff, or from consenting to any sale or disposition thereof except on the terms of this order. The defendants now appealed against this order and sought to have it set aside. The defendant Catherine Cohen is the wife of the defendant A. A. Cohen. The plaintiff took proceedings against the defendants in respect of rent in arrear for a house which the female defendant had taken on lease from the plaintiff. The plaintiff, in two actions brought against the defendant, had obtained judgments for £51 and £46 respectively, including costs. These judgments being un-

satisfied, the plaintiff obtained, in March, 1893, an order in the above two actions restraining the defendants from making or concurring in any appointment or parting with the possession of the household furniture and effects comprised in the deed of settlement, and on the 28th of March a motion was made by the plaintiff in the two actions for an order that he be appointed receiver of the interests of the defendants under the trusts of the settlement in the furniture and effects referred to in the said settlement, until the amount of the two judgment debts in the said actions and the taxed costs thereof (amounting to £98 1s.) and the costs of the above motion, be satisfied, and that until such satisfaction the injunction granted on the 14th of March be continued, and the defendants and each of them be restrained from giving any consent in writing to the sale of the said furniture and effects, followed by any appointment of the net annual income of the invested proceeds of such sale in favour of any person other than the plaintiff, and that if the defendants give their consent to the said sale followed by such appointment as aforesaid in favour of the plaintiff, then that the plaintiff as such receiver be at liberty to receive the net annual income of the above proceeds as from the date of such appointment, until satisfaction of the judgment debt and costs. The learned county court judge took time to consider his judgment, and he afterwards delivered his judgment in writing, holding that the plaintiff was entitled to the appointment of a receiver and an injunction as asked for, and he made an order for the appointment of the plaintiff as receiver, and an injunction accordingly. The defendants now appealed. By the settlement in question, in consideration of the then intended marriage between the defendants, the defendant A. A. Cohen assigned certain furniture, plate, jewellery, and other effects to trustees upon trust (after the marriage) to permit the said Catherine Cohen to use the furniture and effects during her life, for her sole and separate use, free from the control of her husband, and after the death of the said Catherine Cohen, upon trust to permit and suffer the said A. A. Cohen to use and enjoy the said furniture and effects during his life; and after the decease of the survivor of the said defendants, and also during their joint lives, with their joint consent in writing, and during the life of the survivor of them, with the consent in writing of such survivor, upon trust to sell the said furniture and effects, and invest the proceeds of such sale in certain securities therein mentioned, and to stand possessed of the net annual income of the said trust premises in trust for such person or persons as the said defendants should, during their joint lives, by any deed or writing, jointly appoint, or as, in default of such appointment, the survivor of them should by any deed appoint, and in default of, and subject to, any such appointment, upon trust to pay the said income to the said defendant Catherine Cohen during her life, for her sole and separate use, free from the control of the said defendant A. A. Cohen, and so that she shall not have power to dispose thereof in the way of anticipation, and after her death to pay the said income to the defendant A. A. Cohen for his life, and after the death of the survivor of the said defendants, upon trust for all or any one or more of the children of the said A. A. Cohen, in such shares as the defendants, during their joint lives, should by deed jointly, or in default thereof, as the survivor of them should by deed or will, appoint, and in default of, and subject to, any such appointment, in trust for all the children of the defendant A. A. Cohen, who, being a son, should attain the age of twenty-one years, or, being a daughter, should attain that age or marry. The learned county court judge said in his judgment: "No restriction on alienation with reference to the life interest of the defendant Catherine Cohen is contained in the settlement, and therefore it is in exactly the same case as the life interest of the defendant A. A. Cohen, and the only possible argument that such life interests are not liable in equity to the payment of their debts appears to me to be the difficulty of obtaining any fruits of an equitable execution. A sale appears to be almost impossible, but not so the letting of the furniture and effects on hire." For the appellant it was now contended, chiefly on the authority of *Holmes v. Millage* (41 W. R. 354; 1893, 1 Q. B. 551), that there was no power to appoint a receiver of the life interests of the defendants in such a case, that before the Judicature Acts there was no power in any court, even the High Court, to appoint a receiver in such a case, and that the case of *Holmes v. Millage* showed that a receiver cannot be appointed now in cases where a receiver could not be appointed before the Judicature Acts, and that, moreover, even if there were power in the High Court to appoint a receiver in such a case as the present, there was no such power in the county court.

THE COURT held (reversing the decision of the learned county court judge) that, having regard to the terms of the settlement, there was no power to appoint a receiver of the life interests of the defendants in the furniture and effects. Appeal allowed. — COUNSEL, Channell, Q.C., and Courthope-Munroe; Jeff, Q.C., and Spencer Boicer. SOLICITORS, Leggatt, Rubinstein, & Co.; Vaipy, Chaplin, & Co.

[Reported by SIR SHEKSTON BAKER, Bart., Barrister-at-Law.]

## Solicitors' Cases.

Re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY—  
Q. B. Div., 18th May.SOLICITOR—MISCONDUCT—COUNSEL'S FEES RECEIVED BY SOLICITOR AND NOT  
PAID TO COUNSEL—SUSPENSION UNTIL RESTITUTION MADE.

The charge made against the solicitor in this case was that, having received a specified sum for the purpose of paying counsel's fees, he misappropriated that sum to his own use. The report of the committee stated that in the years 1889 and 1890 the solicitor had employed the complainant, a barrister, as counsel in an action in a county court, and



that the complainant's fees amounted to the specified sum. The complainant gave evidence that he had ascertained that the fees in question were included in a bill of costs rendered by the solicitor for taxation, and that they were allowed by the registrar, and that the costs as taxed were paid in December, 1890, to the solicitor out of a fund in court, although the complainant had not received them or given any vouchers therefor; and that in October, 1891, the complainant informed the solicitor what he had ascertained, and the solicitor admitted that it was so, and that either a voucher had been produced or that he had given his word of honour that the fees had been actually paid. The solicitor then gave the complainant his cheque for the fees in question together with other fees, but the cheque was dishonoured, and the complainant had not at the date of the report (June, 1892) received any part of the fees. The committee found that the charge was proved, and that the solicitor had been guilty of the professional misconduct alleged. The report of the committee came before Lord Coleridge, C.J., and Wills, J., in October, 1892.

Lord Coleridge, C.J., said that the worst part of the case was that the solicitor was said to have stated to the registrar of the county court that the vouchers had been produced, or that he had given his word of honour that the fees had been paid. If that was not so, if there was a loose practice prevailing in the county court of passing briefs without ascertaining whether the fees had been paid, it was not so serious a matter as if the solicitor had told the registrar that which in point of fact was absolutely untrue and which he must have known to be untrue. That point was left somewhat in doubt, and the court therefore proposed to ask the Law Society to re-hear the case on that point and to obtain information upon it from the solicitor and from the registrar of the county court. This could only be done upon the terms of the solicitor paying all the costs of the proceedings up to that time.

WILLS, J., concurring, the case was remitted to the Law Society for a further report, upon the terms of the costs being paid within a fortnight.

It appeared by the further report of the committee that the solicitor had gone through the bill of costs with the managing clerk to the registrar of the county court; that, when they came to the charges for the brief, the solicitor stated "that the length of the document was about right, but that as he had no papers or vouchers with him he could not say for certain"; that the managing clerk, from his acquaintance with the proceedings in the action, thought that the fees were probably correct, but that he took no steps to ascertain whether they had been paid and did not require any formal undertaking from the solicitor that he would pay them. The managing clerk then submitted the bill to the registrar, who allowed it. A few weeks afterwards a cheque was sent to the solicitor for the amount of his costs. The further report came before Wills and Charles, JJ., on the 18th of May.

WILLS, J.—We think we should be justified in this case in making what is an unusual order and an order that very seldom ought to be made. This is a case in which the solicitor has exculpated himself from the most serious part of his misconduct, but at the same time he ought to have paid these sums of money long ago, and our intention, distinctly indicated upon the last occasion, was that, on condition of restitution being made, no further proceeding should be taken. That restitution has not been made. Although it is a kind of order which upon a motion for punishment ought seldom to be made, we think there is no objection to making an order that he be suspended from practice until restitution is made. When he has satisfied the Law Society that restitution has been made he will be at liberty to practise again. Probably the better way will be to suspend him until an affidavit is filed in this court that full restitution has been made.

CHARLES, J., agreed.—The order was that the solicitor be suspended from practice until the specified sums had been paid and an affidavit filed stating that they had been paid.—COUNSEL, *Hollams*. SOLICITOR, *E. W. Williamson*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

## LAW SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The 33rd anniversary festival of the Solicitors' Benevolent Association was held on Thursday, the 8th inst., at the Albion Tavern, Aldersgate-street, Mr. FREDERICK HALSEY JANSON taking the chair. Among the guests were Messrs. Richard Pennington (president of the Incorporated Law Society), F. P. Morrill (Oxford, vice-president), W. F. Blandy (chairman of the board of directors), John Hollams, Sir Thos. Wright (Leicester), Messrs. J. T. Woodhouse (president, Yorkshire Law Society), W. J. Humphrys (president, Herefordshire Law Society), Henry Hall (president, Ashton-under-Lyne and District Law Society), W. H. Boocock (president, Halifax Law Society), H. M. Cotton, Robert Cunliffe, Thomas Rawle, B. G. Lake, Robert Ellett (Cirencester), F. K. Munton, Aubrey J. Spencer, Samuel Harris (Leicester), R. W. Tweedie, R. Pidcock, H. C. J. Groves, H. J. Francis, C. Milne Barker, F. T. Woolbert, W. Beriah Brook, T. H. Stephens (Cardiff), C. B. O. Gepp (Chelmsford), Grantham R. Dodd, John Tarry, Read S. Boddington, R. St. John Boddington, T. Skewes-Cox, T. B. Mellersh (Godalming), G. H. Bower, S. J. McKee, Halsey Janson, J. E. Stephenson, Bernard Abrahams, Henry Sowton, H. M. Crookenden, C. P. Wilmar, A. F. Francis, W. J. D. Andrew, J. C. Buckwell, T. A. Colls, R. H. Purves, —Harris, jun. (Leicester), F. H. Hallett (Ashford), J. T. Dodd (Reading), Harry Woodward, —Withers, —Ogleby, W. Small, Morten H. Cotton, J. T. Scott (secretary), &c.

The CHAIRMAN proposed the health of the Queen, observing that her Majesty had always proved a thoroughly constitutional monarch, never attempting to exceed those limits which custom and long usage had

assigned to the head of the nation. Her domestic life might be said to have been almost an ideal one. He then gave "The Prince of Wales, the Princess of Wales, and other members of the Royal Family." It was well known that they devoted a large part of the leisure time left to them, which was not very great, to the prosecution of philanthropic and charitable objects, and thus they had endeared themselves to the nation at large.

The toasts having been drunk with the customary enthusiasm,

Sir THOS. WRIGHT (Leicester) gave the health of "The Incorporated and other Law Societies in England and Wales." He observed that the Incorporated Law Society was one of the most valuable of institutions. It had exercised a most beneficial influence upon, and had acted for the benefit of, and in the interests of, the profession, and it also to some extent corrected and kept in order some of those more important institutions which met in another place. He thought he might say that a great deal of legislation of a useful order—and there was a great deal which was not of that character—was very much benefited by passing through the crucible of the Incorporated Law Society, and the heads of the various departments who had to submit measures to the Houses of Lords and Commons, if they were to tell what they knew, would, he thought, admit that many of the most valuable suggestions in the most difficult measures they have passed had come from the president or members of the Incorporated Law Society. No one could read the reports which were from time to time presented, shewing the work done in this direction, without coming to the conclusion that a good many mistakes were avoided, and many a weak man in either House was fortified by knowing that he had behind him the possibility of the large reserves at the Incorporated Law Society. These present knew that in its relation to the profession the Incorporated Law Society had some of the most valuable qualities of a trades union, to which it was so often likened. He was afraid it had not yet reached that stage at which it performed the duties which trades unions generally performed, of reducing the hours of labour and increasing the remuneration. He thought these were the two cardinal rules which prevailed in the management of trades unions, and, although solicitors would be very glad, he had no doubt, if something in that direction could be imported even into the higher latitudes of the legal profession, yet at present they had to be content with knowing that the society exercised on behalf of the profession a most beneficial influence generally. A good deal was said about courts of arbitration in these days. He did not know how far the Incorporated Law Society had at present committed itself in that direction, but perhaps it was a very dangerous topic to introduce at this meeting. The country solicitors all recognized that the Incorporated Law Society had, at any rate for some few years past, been more in harmony with the country law societies than was at one time believed to be the case. Speaking for some country societies with which he was associated, or whose members he knew, he said he unhesitatingly that the country law societies regarded with extreme pleasure what they believe to be a distinct change in that direction during the last few years. They were very glad to know that their wishes were consulted and that they were advised upon every important measure which was coming before the Incorporated Law Society, or its counterpart, the House of Commons or House of Lords. They did their humble best in the country to contribute to the material for discussing these important measures, and they had to look to the Incorporated Law Society for the efficient revision or presentation of all these matters in a way useful to the country or acceptable to the Legislature. The Incorporated Law Society discharged its duties to the benefit of the profession, and the various law societies throughout the country had contributed very materially to this end. The country law societies had shown that they had amongst them men of great ability—men who were devoting themselves to the service of their profession and the good of the community at large.

Mr. RICHARD PENNINGTON (president of the Incorporated Law Society) returned thanks. He thought that of late years the Incorporated Law Society had done not only benefit to itself, but it had been of very great benefit in many ways to the public. Of course it was very difficult to preach on that text to the public at large. It was very difficult to make them understand or believe anything of the kind. But now he was speaking to an assembly of lawyers, and he knew that they would believe what he said, because they knew it was true, that what the society had done had conferred very great benefits upon the country by the interference which they had ventured upon of late years in connection with all matters affecting the public interest. It was only necessary to mention three or four statutes which have been passed with the support of the society, and others which had been passed, but which had not received the support of the society, and they might draw the contrast for themselves. Let them take the Settled Land Acts, the Conveyancing Acts, and others of that description, which all received the cordial support of the society, having been carefully considered and much time given to correcting anything which the council considered to be wrong, and let them contrast with them the Bills of Sale Act and statutes of that kind, then they would see what the society had done. With regard to the Bills of Sale Act the council were, so to speak, snuffed out. It was a sad of certain sections of the community, and with that sad it did not seem desirable the society should interfere. They took their own course, and the result was evident to everyone. He dared say it had been much to the pecuniary benefit of the profession. There was no question that any statute passed with the imprimatur of the Incorporated Law Society would be a statute beneficial to the public at large, and that statutes affecting rights of person and property which had not passed with that imprimatur in all human probability would not be beneficial to the country. It was a fact—and he had referred to it in his address at the Law Society's provincial meeting at Norwich—that unless our legislators consulted practical men of business, as solicitors were, they were sure to go wrong. It was almost inevitable that they should go wrong. How was it possible that they

should understand the working of the ordinary affairs of life and the working of statutes in relation to the ordinary affairs of life? They could not understand it, and therefore unless they had the assistance of practical men of business, like the members of the Incorporated Law Society, it was ten to one that they went wrong. The Law Society was a body consisting of 7,500 members, and it would, he hoped—and possibly in his own time—represent a society of 15,000 members. Then, he hoped, there would be very few statutes passed of which the society did not approve. He thought that would be of great benefit to solicitors and to those whom they represented in their daily life. He trusted that the influence of the society upon the legal profession generally was, as a whole, beneficial, both with regard to their education and also with regard to their conduct. He had no doubt—he felt assured of it—that the influence of the society had had the effect of, in the first place, dismissing from the ranks of the profession men who were unworthy of the position of solicitors. And in the next place the society had restrained many solicitors from doing acts which possibly but for its existence and for the influence it exercised might be done. That, he thought, was a benefit to the community. The society exercised a jurisdiction over its members which no other society in England exercised. He could not doubt that everyone present would believe that that influence was beneficial not only to solicitors but to the community, and though he did not pretend to assert that solicitors had all their interest in public affairs, and that none of their interest was on their own behalf, yet he did not believe there was any society which took a greater and more sincere interest in the welfare of the community and of the clients whom its members represented than the great body of the Incorporated Law Society.

Mr. J. T. WOODHOUSE, J.P. (president of the Yorkshire Law Society), as a representative of the most ancient country law society, also returned thanks. In passing he could not help, as a duty which he thought was due from them, congratulating Sir Thomas Wright upon the honour which had been recently conferred upon him. It was a remarkable fact, but none the less true, and it was a worthy recognition of that prestige which under the influence largely of the Incorporated Law Society the profession had now assumed that no less than three members of the profession, and two of them country practitioners, appeared in Her Majesty's list of birthday honours. This was a recognition of which solicitors should be proud. The honour of knighthood was no longer confined to the medical profession, and solicitors hoped this was a just recognition of the claims which the Incorporated Law Society had done so much to establish throughout the country. It was a great matter of satisfaction to the country law societies that the chair of the Incorporated Law Society would in the ensuing year be filled by a representative with whose ability and culture they were all acquainted, he meant Mr. Morrell, of Oxford. He was glad that this would be the second time within his own experience when the chair of the society had been occupied by a provincial member of the profession. A very great change had come over the country members of the profession with regard to the Incorporated Law Society. The time was when it was a matter of grave complaint that they attended exclusively, rightly or wrongly he would not say, to the interests of the profession in London alone, and not to those of the profession in the country at large. He could say from personal observation as a country member of the council that that charge could not be brought against them any longer. No men worked harder than did the members of the society in London, and the fact that the most esteemed, the men of the highest reputation in the profession in London, did continuously and arduously work in the common interests of the profession at large was a matter which was recognized by the country members of the profession, and had redounded to the advantage of the profession generally. He hoped that would continue, and that in time increased recognition would be given to country members, and that every member of the profession, whether in London or the country, would deem it his duty to become a member of the Incorporated Law Society, and so recognize individually the fact that union is strength. The present day was a time essentially of combination, and by combination alone could that attention be secured which it was absolutely necessary they should have in the legislative proposals constantly presented to Parliament, absolutely destructive of the rights of the profession and the public. There was no more signal instance of this than that in respect to the land transfer proposals now before Parliament, and all honour to Mr. Lake and his coadjutors to whom the country members more especially owed a deep debt of gratitude for the energy with which he had urged forward the opposition to those proposals. He could assure him on the part of the country members of the profession that they would, as far as lay in their power, support him in his opposition to that which was absolutely destructive of the common interests of the profession. He (Mr. Woodhouse) considered a deep obligation rested upon the members, and particularly the country members of the profession, to support the institution on behalf of which they were met together. He had done what little he could in connection with the society he had the honour to represent for the moment. When he was president of his society some few years ago, he had made it a point to canvass personally every member in the town, and the number of subscribers had been largely added to, and he thought that if the president of every country law society would make it his duty to do so during his year of office the funds of the association would be largely increased, and the common benefits of the profession largely enhanced.

The CHAIRMAN: We now come to what is emphatically the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity continue to attend it." I think it very gratifying to those who assisted at the birth of this association, and also to those who tended it during its infancy, to observe the steady though tardy growth of this society in regard to its finances. The society was established in 1858. In 1861 it

made its first distribution of relief, amounting in the whole to £10. That sprang next year to the sum of £85; and in the following decades we find the amounts to be as follows:—In 1872, £1,085; in 1882, £3,005; in 1892, £4,341; and, although that certainly seems a considerable amount of success, those who have the management of its affairs think, and I think you will agree, that it has not been the success which it ought to have been, more especially with regard to the members of the profession who are becoming annual or life subscribers. I find on looking through our records that that subject is adverted to by nearly all the gentlemen who preceded me in this chair, each putting forward and enforcing his views after his own fashion. I find Mr. Hollams—and I cannot mention his name without referring to the fact that he has been incomparably the largest contributor and greatest benefactor to the society—Mr. Hollams adopts a plaintive tone and enforces his appeal to the profession in general for better support by an apt and pathetic quotation from the Book of Psalms that they were bound to "deliver the poor when he crieth, the needy also and him that hath no helper." Mr. Robert Few, who succeeded him, thinks the want of interest exhibited in this association by the solicitors to be "simply shocking." There were 12,406 solicitors on the roll in 1883, and yet the total number of members was under 3,000. The members of the association were at that time one-fourth of the total number of solicitors. I am sorry to say now there are under one-fifth. Mr. Cunliffe, in the year 1889, spoke very strongly and very eloquently upon the subject, and he, following Mr. Hollams' example, gave a very suitable quotation from the Book of Proverbs. The words are—"He that hath pity upon the poor lendeth unto the Lord, and that which He hath given will He pay him again." I am sorry to say—for I thought better things of our friend Cunliffe—that he adds the well-known comment of the Rev. Sidney Smith upon the passage, referring to the fact that he considers the security is undeniable. This tone pervades all the speeches I have referred to, but I do not find any practical suggestion for an improvement. Mr. Hunter, it may be remembered, not at one of these festivals, but at one of the meetings, suggested whether we could not adopt the plan adopted in Scotland, where they have made it compulsory that before a young gentleman is admitted he should pay £50 to the Benevolent Society. On marriage he is subject to a tax of £10, and annually after admission as a member a contribution of £6 6s., and £80 a year was thus provided for the widow of every writer to the signet in Scotland. Mr. Hunter moved that the report from which these figures are culled should be referred to the committee of management of this society to consider and report, and they did ultimately report to the effect that making provision of the kind which this society is intended to promote compulsory was not within the range of practical politics at this time. They manage these things better in Scotland. I am not vain enough to suppose that I can suggest a remedy which others have failed to discover, yet I cannot help saying that if each one of those present at this festival would only form a resolution, and keep it, that he would, before the next festival comes round, bring in three new members, either life members or annual subscribers, it would advance the interests of this society very considerably. I do not believe there is any one of those now present who could not, with a little exertion, induce three members of the profession to become adherents of this society, and the dose, of course, would be repeated *ad infinitum*. What we really want is more subscribers. There have been very handsome donations from the well-to-do members of the association—some extremely handsome donations—but what we want is more subscribing members. It gives us a more certain income, and, as the numbers increase, so the members have the greater tendency to increase again. As Mr. Woodhouse very forcibly said, the one thing needed is personal canvass. With that much may be done, without it I am afraid very little or nothing. I might, following the custom of chairmen at charity festivals, go into some details of the management, and speak of the nature and character of those who had been the objects of relief; but I will not detain you now with any such details. They can easily be gathered from the reports which are annually circulated, and are always obtainable on application to our ever-active and ever-obliging secretary, Mr. Scott. Besides I have reason to know that the members of this society have a great aversion to lengthy speeches, and there is nothing more certain than that it is very bad policy to weary the audience whom you wish to please or propitiate. I shall therefore proceed at once to perform the duty cast upon me of proposing prosperity, long continued and ever expanding, to this benevolent and well-managed institution whose annual festival we meet to hold to-night.

The toast was drunk upstanding and with three times three.

Mr. W. F. BLANDY (Reading, chairman of the board of directors) returned thanks. He said the association was very much in want of annual subscribers. He had endeavoured to interest solicitors in his own neighbourhood in the association, but he was grieved to say with very little success. He could assure them that every application for relief was most thoroughly investigated, and they might rely that nothing was ever given unless the recipients were in every way deserving. He thought the profession did not realize the enormous benefit achieved by the association. With regard to some of the matters now before Parliament, he remarked that if the Incorporated Law Society were successful in the efforts they were making, the demands upon the association would be all the fewer; but if they failed the result would be that there would be many more claims upon its funds. He urged solicitors to use their influence upon their representatives in Parliament with the object of securing the rejection of the Land Transfer Bill.

The SECRETARY (Mr. J. T. SCOTT), announced subscriptions and donations amounting to upwards of £800, which included 16 life subscriptions and 73 new annual subscriptions, and the following donations:—The chairman, £52 10s.; Mr. J. Hollams, £52 10s.; Mr. N. T. Lawrence, £95; Mr. W. F. Blandy, £21.

Mr. H. C. J. GROVES gave the health of "The Stewards." He expressed



his regret that, though the association was well supported in London, there were so few country solicitors who belonged to it. If a map were made it would be found there were large districts where solicitors did not subscribe at all.

Mr. B. G. LAKE acknowledged the compliment. He thought the association had the greatest possible claims upon everyone who could in any way assist it. Many of them might think it did not affect them individually, but it affected the profession largely, and those who knew what claims were made upon the directors knew how very insufficient were the resources of the association. It was surprising how very little the association was known to many members of the profession, not by reason of want of care on the part of those who directed its operations, but merely by a want of thought on the part of solicitors. If they were to make it their duty to consider how very difficult it was to many members of the profession—possibly of far greater ability than those who occupied higher positions—to keep their own heads above water in the early period of their career, to say nothing of making a provision for those they might leave behind them, there would be more subscribers. That was where the association stepped in. Just as the law societies protected those who continued to stand, so the association protected those who fell, and who had claims which they ought to be the first to recognize.

Mr. MORRELL gave the health of "The Chairman," observing that Mr. Janson was one of the original founders of this great charity, and had been from the first a director, and for a very long period a trustee. Therefore he was sure they would agree with him that the right man was in the right place. He did not think that solicitors in the country so thoroughly appreciated the importance of the association as they ought to do. The greatest care was exercised in the distribution of the funds, and the expenses were very small indeed, so that everything that was collected went right straight away to the persons for whom it was intended. That was a very important thing, and he challenged any other charitable society to shew a better balance-sheet.

The toast was received unstanding, with great cheering and with musical honours.

The CHAIRMAN, in responding, expressed his belief that in the future, owing to the efforts which would be made on its behalf, the success of the association would be much greater than it had been in the past. They owed great acknowledgments to their excellent secretary, Mr. Scott. The vice-president of the Incorporated Law Society had told them that the management of the association was of a most economical character. The board got the use of the room in which its meetings were held for a nominal price, and the office was conducted by Mr. Scott and one clerk at some very frowny chambers in Clifford's-inn. He hoped one of these days, when the Incorporated Law Society improved its buildings, the business of the association would be carried on there under greater advantages. Mr. Scott did practically all the hard work of the association. He received all the applications that came in and tabulated them in laborious fashion, giving all the details which were necessary for the board to form a judgment with regard to them. The whole correspondence devolved upon him, and he (the chairman) was sometimes surprised to think that he could get through the work within the allotted time. He was sure they would excuse him for drawing attention to Mr. Scott's services, and he thought they would readily concur with him in a vote of approbation of these services, coupled with their best wishes for his future prospects.

A selection of part songs was excellently rendered, under the direction of Mr. Arthur Thompson, by Master Albert Lee, Mr. Walter Coward, Mr. Albert James, Mr. Thompson, and Mr. Robert Hilton; at the piano-forte, Mr. Alfred Izard. In the concluding glee, "Sleep, Gentle Lady" (Bishop), the bass part was taken by Mr. Pennington.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 14th inst., Mr. W. F. Blandy (Reading) in the chair. The other directors present were Messrs. W. Beriah Brook, H. Holland Burne (Bath), H. Morten Cotton, Robert Cunliffe, Grantham R. Dodd, J. E. Gray Hill (Liverpool), John Hunter, J. H. Kays, T. B. Mellersh (Godalming), Frank R. Parker, Richard Pidcock (Woolwich), Henry Roscoe, Sidney Smith, R. W. Tweedle, and J. T. Scott (secretary). A sum of £395 was distributed in grants of relief. Seventy-three new members were admitted to the association, and other general business was transacted.

#### THE UNITED LAW CLERKS' SOCIETY.

The sixty-first anniversary festival of this society was held at the Cannon-street Hotel, London, on Monday evening: Sir F. H. JEUNES in the chair. Among those present were the Hon. G. Denman, Mr. Justice Bruce, Mr. Justice Kennedy, Sir H. Davey, Q.C., Sir George Lewis, Mr. Inderwick, Q.C., Mr. R. Pennington, Mr. Robson, Q.C., Mr. Crackanthorpe, Q.C., Mr. J. Walton, Q.C., Mr. Bigham, Q.C., Mr. Pyke, Q.C., Mr. Roskill, Q.C., and Mr. Lewis Coward.

The CHAIRMAN, in proposing the toast, "Prosperity to the United Law Clerks' Society," said the only fault that many of them found with the law was that there was not enough of it. He thought it was true that they all loved it, and he thought it was also true that very few of them left it until it left them. He felt that, whether as judges, Queen's Counsel, or barristers, they all had a common interest in such an institution as this, because they were always ready to help those who helped themselves; and he reminded his hearers that the society had great claims upon the generosity of the members of the profession. The society was established in 1832 by a few managing clerks, who had long witnessed with pain the distressed condition of many of their fellow clerks when deprived of help or past labour, and also the sufferings often endured by their widows and

families on their decease, for which provision was seldom made. The society at its commencement obtained the patronage of many eminent members of the profession, whose energetic support had materially contributed to its present satisfactory condition. During the past year £4,639 had been expended in assisting members, non-members, their widows and families. During the year 64 new members had been admitted, the total membership now numbering 985. There had happily been a falling off in sickness, £236 having been spent as against £1,032. They had an accumulated capital of £85,000, which was the backbone of an institution of this kind, for whose support he made an earnest appeal.—The toast was drunk with great cordiality.

Among the remaining toasts were "The Bench, Bar, and Profession," which was acknowledged respectively by Mr. Justice BARNES, Mr. Inderwick, Q.C., and the President of the Incorporated Law Society; and "The Honorary Stewards," given by Mr. ROBSON, Q.C., and acknowledged by Mr. BIGHAM, Q.C. The toast of "The Health of the Chairman" was given by Sir HORACE DAVEY, Q.C.

In the course of the evening the secretary announced donations and subscriptions, as the result of the festival dinner, amounting to close upon £500.

#### THE BAR COMMITTEE.

As the result of the recent election the following gentlemen have been elected to serve on the Bar Committee:—Mr. M. Crackanthorpe, Q.C., Mr. W. C. Gully, Q.C., M.P., Mr. Lockwood, Q.C., M.P., Mr. Channell, Q.C., Mr. Smyly, Q.C., Mr. Chadwyck-Healey, Q.C., Mr. Dickens, Q.C., Mr. Joseph Walton, Q.C., and Messrs. J. G. Butcher, M.P., H. B. Deane, C. F. Gill, English Harrison, W. A. Meek, J. P. P. Rawlinson, C. A. Russell, and Sir Howard Elphinstone, Bart.

#### THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting was held at Swindon on the 7th inst. Present: Mr. Henry Kinner (Swindon), president, in the chair; Mr. R. Ellett, Mr. J. Mullings, Mr. E. C. Sewell (Cirencester); Mr. A. J. M. Ball, Mr. W. Warman (Stroud); Mr. E. S. Hartland, Mr. F. W. Jones (Gloucester); Mr. Oliver J. Williams, Mr. W. S. Clutterbuck (Cheltenham); Mr. W. S. Jones, Mr. W. Forrester (Malmesbury); Mr. A. H. Iles, Mr. T. de Lisle Hardy (Fairford); Mr. J. Wintle (Newnham-on-Severn); Mr. R. W. Merriman (Marlborough); Mr. H. F. Townsend, Mr. W. H. Kinner, Mr. H. C. Tombs, Mr. E. T. Jones, Mr. A. E. Withy (Swindon); Mr. H. Bevir (Wotton Bassett); Mr. S. B. Dixon (Pewsey); Mr. J. W. Coren, hon. sec. and treasurer.

The minutes of the last annual general meeting were read and confirmed.

The report of the committee of management for the past year was adopted.

Gratuities to the amount of £70 were voted to the widows and daughters of deceased solicitors, and a donation of £10 10s. was voted to the Solicitors' Benevolent Institution.

Mr. F. N. Bayton (Gloucester), Mr. A. P. Kitcat (Tetbury), Mr. G. Mollingham (Cheltenham), Mr. P. Witchell (Stroud), and Mr. R. Ley Wood (Cheltenham), were elected members of the society.

It was resolved that the society continue in association with the Associated Provincial Law Societies for the year ensuing.

Mr. W. Warman (Stroud) was elected president, and Mr. R. W. Merriman (Marlborough) vice-president, for the year ensuing.

The following gentlemen were elected on the committee:—Mr. James Wintle, Mr. M. F. Carter (Newnham-on-Severn), Mr. R. Ellett, Mr. E. C. Sewell (Cirencester), Mr. W. S. Jones (Malmesbury), Mr. H. Kinner (Swindon), Mr. James B. Winterbotham (Cheltenham), Mr. J. Bryan (Gloucester).

It was resolved that the next annual general meeting be held at Stroud.

A prize of £4 4s. was awarded to an articled clerk who was articled to a member of the society, and passed the final examination with second-class honours.

The question of charging auctioneers' fees and contract fees against purchasers was introduced for discussion by Mr. Ellett, and, after discussion, the following resolution was passed:—"That this meeting considers it expedient to leave the question of auction fees in the same position in which it is now—namely, that there is no resolution of the society against charging auctioneers' fees, but that solicitors' fees should not be charged; the meeting at the same time reiterating the opinion expressed in the report of 1888, that the resolutions on the subject are to be regarded as expressing the general sense of the society as to the best practice, and not as rules, the observance of which is to be a condition of membership."

Mr. Clutterbuck moved a resolution in regard to police officers acting as advocates in police courts, and, after some discussion, the matter was referred to the committee for consideration.

A vote of thanks to the President was then unanimously passed.

The members afterwards dined together at the Royal (Station) Hotel, Swindon.

The following are extracts from the report of the committee:—

**Members.**—The number of members is now 105.

**Legal Procedure.**—After referring to the report of the Council of Judges, and the resolutions passed at the Norwich meeting of the Incorporated Law Society, the report proceeds:—"The question arising out of the judges' report—whether any, and, if so, what, alterations should take place in the present circuit arrangements—has, as might be expected, given rise to much discussion and difference of opinion. The opinion of the provincial law

societies was sought by the Incorporated Law Society, and replies were received from twenty societies. Eight were in favour of making no change in the existing system; two were of opinion that if assizes were abolished in all but large towns, then all legal proceedings should be commenced in the county court; two had no definite suggestions to offer; four advocated large centres; and four suggested reorganisation and centralisation. Your committee reiterates the opinion expressed in their last report, to the effect that the society would not approve of the discontinuance of the present assize system, unless some adequate and satisfactory provision should be made for the trial of causes locally; and, at a recent meeting of the Associated Provincial Law Societies, a resolution to this effect was carried by 10 votes to 4 on the proposition of Mr. Ellett. Another portion of the judges' report seems to require special attention—namely, resolutions 44, 45, and 71. They are as follows:—(44) "Where proceedings before a chief clerk are unduly delayed, he shall have power to disallow costs occasioned by such delay, and any costs so disallowed shall be disallowed on taxation as between the solicitor and the client." (45) "The chief clerk shall at the beginning of each sittings make a report to the judge of the cases in which he considers that there has been any undue delay in the proceedings before him in chambers. The judge shall have power to require the solicitor alleged to be in default to show cause why he should not pay the costs occasioned by the delay, and of the application. There shall be no appeal from any order of the judge in any such matter." (71) "No further costs shall be payable by the party to his own solicitor, unless after full explanation he has chosen to incur them, and has agreed to do so in writing to his solicitor." Your committee is strongly of opinion that there should be no such interference between solicitors and their clients. Your committee agrees with the proposal to extend to the county courts the principle of Order XIV., believing that it would be very useful and save much delay. The committee, in concluding their remarks on the judges' report and resolutions, desire respectfully to acknowledge the value of the same, and the great labour and ability evidenced by them.

**Land Transfer.**—This important question has been revived in the present session, after having remained in abeyance since 1889. It is again brought forward as a Government measure, notwithstanding the intervening change of Governments. Both political parties are, therefore, pledged to the principle of compulsory registration of titles to land. The present Bill is, on the face of it, less comprehensive than the Bill of 1889. It only makes registration compulsory on sale; but there can be little doubt that, if passed in this form, it will be the "thin end of the wedge" towards compulsory registration of all titles, to which result it must, indeed, under any circumstances lead in course of time. The present Bill follows the Bill of 1889 in not extending compulsory registration to the whole country at once, but only to such districts as by order in Council may from time to time be prescribed. Your committee promptly conveyed to the Council of the Incorporated Law Society their views on the principle of the Bill in the following terms:—"That this committee consider the principle of compulsory registration unnecessary and unjust—unnecessary, inasmuch as under the existing Land Transfer and Registration Acts it is open to any owner, if he wishes, to register his title, and unjust, inasmuch as such owner should not be compelled to register his title—there being in the opinion of this committee no public interest which will be served or benefited by such compulsion." "That this committee consider many of the details of the Bill objectionable, and recommend that the Bill should be strenuously opposed by this and all other law societies." A meeting of the Associated Provincial Law Societies was held on the 14th April, at which the President (Mr. Kinneir) and Mr. Ellett attended as delegates from this society. At this meeting it was unanimously resolved to oppose the Bill, and subsequently a conference took place between the Land Transfer Committee of the Council of the Incorporated Law Society and representatives from the Provincial Law Societies, at which this society was again represented, and the following resolution was unanimously adopted:—"That this conference of London and provincial solicitors, representing the law societies of the United Kingdom, while ready to give any assistance in their power to improve and facilitate the working of a system of land registry in those cases in which the parties interested desire to have recourse to it, protest against any attempt to make that system compulsory, on the following (among other) grounds:—Because the advantages offered by the land registry are too speculative and remote to compensate for the immediate and certain outlay and trouble which are inseparable from it. Because the existing land registry, after an existence of eighteen years, during which every effort has been made to make known its advantages, has almost wholly failed to attract proprietors and dealers in land, and it is unjust to compel purchasers of land to adopt a system which has hitherto proved a failure. That the officials by whom any system of land registry must be managed have not, even while resort to them is voluntary, been able to mould the requirements of the system so as to meet rapidly and cheaply the wishes of the public in the same way as solicitors are able and, indeed, are compelled to do, and because all inducement to do so will be lost if purchasers of land are compelled to place their land on the registry, especially as when once so placed, the Act affords no means for removing it therefrom. Because the measure will press very hardly on the numerous class of small proprietors whose dealings in land are now carried out with much greater expedition and at much less cost than would be possible under any system of registration. Because the present system of conveyancing and of the remuneration of solicitors as now amended and simplified by recent legislation, much of which was initiated or supported by solicitors, is free from most of the evils and complications which led to the establishment in 1862 of a land registry, and again in 1875. Because the system of the official transaction of private business is against public policy, and is unjust to the individuals with whom the officials compete." At the request of the council and of the Provincial Law Societies the Lord Chancellor received on the 27th April a deputation from those bodies, of which deputation Mr. Ellett was a member. The Lord Chancellor received the deputation with great

courtesy, and promised to give careful consideration to the views put before him; but intimated that his opinion of the principle of the policy of the Bill was unchanged. He, however, undertook to consider any facts which might be submitted to him, particularly evidence tending to show that under the present system sales and mortgages are carried out with greater despatch and at smaller cost than would be possible under a registration system. The provincial societies having been invited by the council to furnish such evidence, your committee submitted the statement set out in the appendix, together with a summary of illustrative cases, furnished by members of this society. The evidence thus furnished was embodied by the Land Transfer Committee in a paper dealing fully with the question of registration, and embodying the evidence furnished by the provincial societies and by practitioners, which paper has been sent to the Lord Chancellor. In the meantime the Bill has not been advanced, and there seems no chance of its making any progress in the House of Commons this session, even if it passes the House of Lords. Your committee are strongly of opinion that notwithstanding the favour with which the principle of the Bill has been received in Parliament, that reception is mainly due to erroneous impressions as to the operation of the present system, and failure to take into consideration the great improvements in conveyancing which have been effected under the recent Conveyancing Acts. The true policy of the profession in these circumstances is to take every means of enlightening the Legislature and the public on the subject, and in practice to make conveyancing transactions as expeditious and inexpensive as possible. By such means we may yet hope to ward off a measure which, without benefiting the public, would certainly injure the profession by transferring to the salaried officials of a State department business which is now satisfactorily transacted by solicitors.

The committee wish again to record their sense of the great services rendered to the profession, as well as to the public, by the *Solicitors' Journal*, in which the real character and tendency of the Bill has been exhibited in a series of most able articles.

**Solicitor-Mortgagee's Profit Costs.**—This subject, as members will doubtless recollect, last year engaged the attention of the Council of the Incorporated Law Society in regard to a case where, in a taxation of a bill of costs in connection with the payment off of a mortgage, the taxing master felt bound by *Field v. Hopkins* (44 Chan. Div., 530) and other cases, to disallow such costs, on the ground that the equity of redemption cannot be clogged with a contract to pay such costs. It was considered that a solicitor-mortgagee ought not to be deprived of costs, and accordingly the joint opinion of Sir Horace Davey, Q.C., and Mr. R. F. Norton was obtained, and the opinion is set out in the appendix hereto. This opinion and the question of further action in the matter is understood to be still under the consideration of the council.

**Deposit Paid on Sale of Property.**—The committee ask the attention of members to the recent case in the Court of Appeal of *Ellis v. Goulton and another* (62 L. J., Q. B., p. 232), where, on a sale by auction of freehold property, a deposit was, in accordance with the conditions of sale, paid to the vendor's solicitor as agents for and on account of the vendor. The sale went off through the vendor's default. It was held that the purchaser could not recover at law the deposit from the solicitor, inasmuch as he received it not as a stakeholder, but as agent of the vendor; nor in equity, inasmuch as no fiduciary relations existed between the purchaser and vendor which would entitle the purchaser to follow the money in the hands of the vendor's agent.

## LAW STUDENTS' JOURNAL.

### CALLS TO THE BAR.

The under-mentioned gentlemen were on Wednesday called to the degree of Barrister-at-Law:—

**LINCOLN'S INN.**—Derwent H. R. Waldron, M.B., C.M. Edinburgh; John A. Longley, B.A. Oxford; the Hon. Nigel C. Walsh, B.A. Oxford; Owen Thompson, M.A. Cambridge; Richard H. Hodges, B.A. Cambridge; Thomas Mordaunt Snagge (Lincoln's Inn Scholarship in International and Constitutional Law and Common Law, 1892), B.A., Oxford; William H. Duckworth, B.A. Oxford; Robert Steven, University of Edinburgh; Harold W. Marigold, B.A. Cambridge; Travers Baxton, M.A. Oxford; Duncan A. Muniz, M.A. Oxford; Oscar M. Wihl, B.A., LL.B. Cambridge; Frank H. Collier, M.A. Oxford; Francis H. Oates, B.A. Cambridge; William A. Jolly, B.A. Oxford; Pandit Mul Raj; Pandit Mohan Lal; Alfred L. Briscoe, B.A. Oxford; James Joseph Power; Edward J. L. Whitaker, B.A. Cambridge; William G. Granet, B.A. Oxford; Arathoon Seth, St. Paul's College, Hong Kong; and William R. Elliston (Lincoln's Inn Scholarship in Real and Personal Property, Law, and Equity, 1892), B.A., LL.B. Cambridge.

**INNER TEMPLE.**—William H. Knight, LL.B. London; William C. Russell, B.A. Cambridge; Anthony E. Harrison, Oxford; William B. Cowlishaw, Oxford; Robert Russell, B.A. Oxford; Everett G. Allpert, B.A. Cambridge; Theodore W. Fry, B.A. Oxford; Egerton Stewart-Brown, M.A. Cambridge; Alfred J. Bles, B.A. Cambridge; Alfred G. Earl, M.A. Cambridge; Charles H. Mullins, B.A. Oxford; Leonard R. Wilkinson, B.A. Oxford; Rowland Allen, LL.B. London (holder of a scholarship in Equity awarded February, 1892); Altamont C. Elmore, B.A. Cambridge; Henry D. Hume, B.A. Cambridge; Albert Blakelock, B.A. Oxford; Thomas R. Spyer, B.A. Oxford; Power M. le Poer Trench, B.A. Cambridge; William A. Mount, M.A. Oxford; William H. Nagle, B.A. Cambridge; George H. Pollard, M.D. Edinburgh; Francis C. Garrick, B.A. Cambridge; Kitoyi Ajama, London; Thomas Casson, B.A. Oxford; Edward W. Wakefield, London, and B.A. Cambridge; William J. Isbister (holder of a scholarship in Common Law awarded July, 1891); William Russell, M.A., B.C.L. Oxford;



GRAY'S INN.—J. H. Burton, Ernest Profellmann Ghosh, Durham University; Edward Owen-Roberts, J. E. Faulks, B.A., Hakim Aminuddin, and H. Bleby Moore.

On Tuesday, in the House of Commons, Mr. Darling asked the Secretary of State for the Home Department whether he was aware that, in consequence of the insufficiency in the provision of courts at the Royal Courts of Justice, a judge was, on three separate occasions between Easter and Whitsuntide last, unable to give his attendance in court; and whether the Government had

**NOTICE.**—In cases where no note is appended to the Names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

[illegible]

## SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 9.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, June 19	Mr. Lavin	Mr. Beal	Mr. Pemberton
Tuesday 20	Carrington	Pugh	Ward
Wednesday 21	Lavin	Beal	Pemberton
Thursday 22	Carrington	Pugh	Ward
Friday 23	Lavin	Beal	Pemberton
Saturday 24	Carrington	Pugh	Ward
Date.	APPEAL COURT No. 9.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, June 19	Mr. Clowes	Mr. Leach	Mr. Farmer
Tuesday 20	Jackson	Godfrey	Rolt
Wednesday 21	Clowes	Leach	Farmer
Thursday 22	Jackson	Godfrey	Rolt
Friday 23	Clowes	Leach	Farmer
Saturday 24	Jackson	Godfrey	Rolt

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

CLARKE.—June 13, at Tuena, Malvern, Melbourne, the wife of W. J. T. Clarke, M.A., barrister-at-law, of a daughter.  
 COURTHOPE-MUNRO.—June 14, at 59, Russell-square, W.C., the wife of H. Courthope-Munro, barrister-at-law, of a son.  
 MORRISON.—June 7, at 65, Shaftesbury-road, Ravenscourt-park, W., the wife of George E. Morrison, barrister-at-law, of a son.

## MARRIAGES.

NEILL.—RICH.—June 6, at St. Mary Abbot's, Kensington, William Neill, of the Inner Temple, barrister-at-law, to Amy Gertrude, youngest daughter of Colonel F. H. Rich, of 17, Queen's-gate-terrace.  
 PARKER-SPENCER.—June 10, at Victoria Chapel, Clapham, Christopher John Parker, solicitor, of The Grove, Camberwell, to Edith Annie, only daughter of Charles Spencer, of Longhedge House, Silverthorne-road, S.W.  
 REYNOLDS-CHUDLEIGH.—June 7, at Holy Trinity Church, Florence, Eustace Alfred Reynolds, B.A., Oxon., barrister-at-law, to Mary Hannah (Minnie), daughter of the late Edwin Andrew Chudleigh, Esq., of 5, Piazza Cavour, Florence.  
 WATSON-TEBBS.—June 7, at St. Paul's Church, Bedford, Henry Watson, B.A., LL.M., of Bedford, solicitor, to Mary Ellen (May), elder daughter of Henry Tebbs, Esq., of Bedford, solicitor.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

**"STAMMERING: Its Treatment,"** post-free for 18 stamps, written by B. REASLEY, Apply Brampton-park, Huntingdon, or "Sherwood," Willenden-lane, Brondesbury, London. Stammerers of all ages successfully treated. Boys while being cured thoroughly Educated and Prepared for Examinations by a University Tutor.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 9.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

ABSON'S KEELS, LIMITED—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to L C Alexander, Broad st avenue  
 ALTAMIRA, LIMITED—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to T H Watson, Broad st avenue  
 CARRIBRO RAILWAY AND NAVIGATION CO, LIMITED—Peta for winding up, presented June 7, directed to be heard on Wednesday, June 21. Tatham & Lounds, 17, Old Broad st, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 20  
 DUDLEY MILLS CO, LIMITED—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to Samuel Greenhalgh, 20, Acrefield, Bolton. Walker, Bolton  
 ELMORE'S FRENCH PATENT COFFEE DEPOTTING CO, LIMITED—Peta for winding up, presented June 2, directed to be heard on June 21. Kisch & Wake, Aldersgate st, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 20  
 LIGHT ASPHALTIC CEMENT SYNDICATE, LIMITED—Peta for winding up, presented May 29, directed to be heard on Wednesday, June 21. Stokes & Co, Gt St Helen's, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 20  
 MAQUAT SYNDICATE, LIMITED—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Rawlins, 45, King William st. Budd & Co, Austinfriars, solicitors for liquidator  
 PATTISON STEAM SHIPPING CO, LIMITED—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Henry Ferguson, 30, Gt St Helen's  
 SHEPPARDS CORN MALTING CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Frederick East, 19, Pall Mall East  
 SILVER MINES OF LEZ, LIMITED—Creditors are required, on or before July 30, to send their names and addresses, and the particulars of their debts and claims, to Stanley Banning, 20, Bucklersbury

## FRIENDLY SOCIETIES DISSOLVED.

COATES AND EASTERN FRIENDLY SOCIETY, Coates Public Hall, Cambridge. June 6  
 BOYS OF JUDAH BENEFIT SOCIETY, Cutlers' Arms, Cutler st, Houndsditch. June 6

London Gazette.—TUESDAY, JUNE 13.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY

AFRICAN PETROLEUM EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Chas T Holland, 165, Fenchurch st  
 CAMPBELL & SWAINSTON, LIMITED—Creditors are required, on or before July 31, to send

their names and addresses, and the particulars of their debts or claims, to Bradshaw Brown, 50, Fenchurch st. Cooke, Idol lane, Eastcheap, solicitor for liquidator

C T CHIMING & SON, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to George Pocknell, 10, East Southernhay, Exeter. J & S P Pope, Exeter, solicitors for liquidator

HART & CO, LIMITED—Peta for winding up, presented June 9, directed to be heard on Wednesday, June 21. Crowders & Vizard, 55, Lincoln's inn fields, agents for Browett, Coventry, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 20

JOSEPH BUTTERWORTH & SON, LIMITED—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Herbert Kidson, 6, St James sq, Manchester

J & R RHODES, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Fred Craven, Beckett's Bank chambers, Bradford. Robinson & Co, Bradford, solicitors for liquidator

ROBERT STEEL AND IRON CO, LIMITED—Peta for winding up, presented June 8, directed to be heard on Wednesday, June 21. Bird & Co, Gray's inn sq, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 19

ROCKWELL SILVER MINES, LIMITED—Peta for winding up, presented June 12, directed to be heard on June 21. Head & Hill, 65, Chancery lane, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 20

WESTWOOD BAILEY & CO, LIMITED—Peta for winding up, presented May 25, directed to be heard on Wednesday, June 21. Munns & Longden, agents for Archer & Parkin, Stockton on Tees, solicitors for petra. Notice of appearing must reach Messrs Munns & Longden not later than 6 o'clock in the afternoon of June 20

WILDERNESS PORTLAND CEMENT CO, LIMITED—Peta for winding up, presented June 6, directed to be heard on June 21. Indermaur & Brown, 22, Chancery lane, agents for Pillers & Pershouse, Bristol, solicitors for petra. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of June 20

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, MAY 26.

HARTLEY, JOHN, Sunderland, Glass Manufacturer. June 17. Hartley v Hartley, Registrar, Durham. Steel & Maitland, Sunderland  
 HIDE, THOMAS, Wootton Saint Lawrence, Southampton, Farmer. June 15. Garrett v Garrett, Stirling, J. Webb & Lear, Basingstoke  
 TURNER, WILLIAM, Attercliffe, Sheffield, Surgeon's Assistant. June 23. Oxley v Horn-castle, North, J. Fairburn, Sheffield

London Gazette.—FRIDAY, JUNE 2.

ALLEN, CHARLES, Twemlow, Chester, Horticulturist. June 30. Allen v Allen, Kekewich, J. Stringer, Sandbach

London Gazette.—TUESDAY, JUNE 6.

HARE, CHARLES, Holme on Spalding Moor, Yorks, Farmer. July 1. Musgrave v Hare, Kekewich J. Usher, Market Weighton  
 KENT, JAMES, Shifnal, Salop, Licensed Victualler. June 30. Keat v Keat, North, J. Hooper, Dudley  
 PREEST, ROBERT, Dudley, Worcester, Wholesale Grocer. July 6. Hart v Preest, Chitty, J. Hooper, Dudley

London Gazette.—FRIDAY, JUNE 9.

BENNETT, SAMUEL BARKER, Woodford, Essex, Doctor of Medicine. July 6. Bennett v Bennett, Chitty, J. Broome, Bedford row  
 HILL, JOHN, Audlem, Chester, Gent. July 1. Hill v Hill, Kekewich, J. Whiteley, Nantwich  
 KENISTON, GEORGINA ELIZABETH, Coleridge rd, Holloway. July 1. Boyd v Keniston, Kekewich, J. Smith, Leadenhall st

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 2.

ARMITAGE, MARTHA ANN, Bradford July 1 Freeman, Bradford  
 BERRY, REV THOMAS MARLBOROUGH, Blunham, Beds, Clerk June 23 Wilkinson & Co, St Neot's, Hunts  
 BIRD, WILLIAM, Westburton, Sussex, Gent July 31 Brydone & Pittfield, Petworth  
 BUSH, JAMES EDMUND, Lordship pk, Stoke Newington, Gent July 3 Snow & Co, Gt St Thomas Apostle, Queen st  
 CARVER, WILLIAM, Southport, Gent July 1 Snow & Co, Gt St Thomas Apostle, Queen st  
 DEANE, RICHARD WALLACE, Dover, Clerk in Holy Orders June 27 Gabriel, Portugal st bldg, Lincoln's inn  
 DIXON, GEORGE, Percy Main, Northumbria, Travelling Draper June 20 Arnott & Co, Newcastle upon Tyne  
 EARLE, CHARLES, Duke st, Portland place, Artist July 15 H & H W Gibbon, Ongar, Essex  
 EMERSON, JOHN, Newcastle upon Tyne, Gent July 1 Aitchison, Newcastle upon Tyne  
 FINCHETT, CHARLES, Stechford, nr Birmingham, Potato Merchant August 1 Horton & Co, Birmingham  
 FISHWICK, JAMES, Blackpool, Gent June 16 Nowell, Burnley  
 FORBES, GORDON SULLIVAN, Upton Cheney, Bilton, nr Bristol, Esq August 14 Lawrence & Co, New square, Lincoln's inn  
 GRAHAM, GEORGE, Yardley, Wores July 19 Ryland & Co, Birmingham  
 HALL, WILLIAM PENNY, Jeffreston, Pembs, Grocer July 10 Thom & W D Lewis, Nantberth  
 HILL, WILLIAM ALFRED, Maidenhead, Berks, Clerk in Holy Orders July 1 Jessop, Goddard st, Doctor's commons  
 HOLMES, ANNIE, New Bond st, Court Dressmaker July 15 Leggatt & Co, Raymond bldg, Gray's inn  
 HYDE, HENRY AUGUSTUS DE ROSS, Kensington court, Esq July 15 Wild & Wild, LAWRENCE lane  
 HYDE, KATHLEEN AUGUSTA ELIZABETH, Cosby, Lincs July 21 Buines, Leicester  
 LOVICK, THOMAS, Queen's cres, Haverstock Hill, Esq June 30 Lee & Pemberton, Lincoln's inn fields  
 LUTY, ELIZABETH WESTON, Charles st, Clarendon sq June 30 Simpson & Co, Moorgate street  
 MACKINLAY, EDWENA MATILDA, Eastbourne June 30 Balfrage & Co, John st, Bedford row  
 MILROY, ROBERT MACTAGGART, Sebert rd, Forest gate, Draper July 31 Greenway & Son, Plymouth  
 MONAGHAN, THOMAS, Ryde, IW, Gent July 4 Buckell, Newport, IW



MUFF, ARTHUR, Birkenhead, Birral, Yorks J ly 15 Watson & Co, Bradford  
 MUNRO, ANN ISABELLA, Newcastle on Tyne July 1 Althison, Newcastle upon Tyne  
 MURPHY, RHODA REBECCA, Cathcart rd, South Kensington July 3 Byfield, 6t St Helens  
 NAYLOR, JAMES, Stockton Quay, nr Warrington, Gent July 11 Davies & Co, Warrington  
 NIXON, ELIZABETH ANN, Woodburn green, Bucks July 7 Parker & Wilkins, High Wycombe  
 NEWELL, BENJAMIN, Spurstowe rd, Hackney, Gent July 3. Rawlinson, New Broad st  
 PEGG, GEORGE, Norwich, Builder July 15 Claburn, Norwich  
 PERREN, WILLIAM, Birkdale, Lancs, Gent July 1 Walsby & Smallshaw, Southport  
 RENNISON, ELIZA, Warkworth, Northumbria June 17 Percy, Alnwick  
 RITCHERSON, FANNY CHRISTINA, Minehead, Somerset June 24 Stibbard & Co, Leadenhall st  
 SAUNDERS, SOPHIA, Marylebone rd July 15 Squires, Cambridge  
 STONEY, Bt Hon EMILY CAROLINE, Countess, Fognal, Kent July 15 Warrens, 6t Russell st  
 VANTONER, JOHN, Tredgar rd, Bow June 24 Forbes, Addington rd, Bow  
 WARD, HENRY TURNER, Bombay, India, Chief Steward in P & O Co July 1 Rising & Ravenscroft, Leadenhall st  
 WATSON, JOHN, Charlton upon Medlock, Manchester, Gent July 29 Hall & Co, Manchester  
 WILLIAMS, ELIZABETH MARY ANN, Kilburn Priory July 6 Scott, Coleman st  
 WILKINSON, WILLIAM, Bailey, Yorks, Furniture Dealer June 28 Deane & Son, Bailey

London Gazette.—TUESDAY, June 6.

BALDWIN, ROBERT ARTHUR, Leadenhall Lunatic Asylum, nr Watford June 27 Keene & Co, Beething lane  
 BATHSON, JANE ELLEN, Preston July 8 Bramwell, Preston  
 BOND, THOMAS, Accrington, General Dealer July 15 Sharples, Accrington  
 CLARKE, ANN, Witney, Oxon July 1 Ravenscroft, Witney  
 CLEVELLEY, JOHN, Stamford villas, New Southgate, Gent July 10 Briggs & Co, Lincoln's inn fields  
 COOPER, ELIZABETH, Lonsdale sq, Lillington July 14 Badham & Williams, Salters' hall court, Cannon st  
 DORNING, JOSEPH PATRICK, Waterville, Lades July 13 Killey, Liverpool  
 EDMONDSON, ALFRED, Burnley, Waste Dealer July 8 Procter & Baldwin, Burnley  
 FULSTOW, SAMUEL, Kingston upon Hull, Commission Agent Aug 1 Shackles & Son, Hull  
 GATWOOD, JOHN, New Cross rd, Gent July 15 Wilson, Bedford row

## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 9.

### RECEIVING ORDERS.

ADAM, M MERCER, Vauxhall Bridge rd High Court Pet May 4 Ord June 6  
 ANNIS, EDWARD WILLIAM, Kingston upon Hull, Builder's Labourer Kingston upon Hull Pet June 5 Ord June 6  
 ARCHER, WILLIAM SAMUEL, Nottingham, Grocer Nottingham Pet June 5 Ord June 5  
 BAILEY, RICHARD, Manchester, Merchant Manchester Pet May 19 Ord June 6  
 BAUMER, ARCHER, Anerley, Surrey, Insurance Surveyor Croydon Pet June 6 Ord June 6  
 BENTLEY, WILLIAM, Widnes, Grocer Liverpool Pet June 6 Ord June 6  
 BOSWELL, JAMES CLARENCE, Peterborough, Circus Proprietor Chesterfield Pet June 6 Ord June 6  
 BOTTOMLEY, JAMES, Brighouse, Yorks, Wire Drawer Halifax Pet June 6 Ord June 6  
 BROWN, ALFRED, Swadlowgate, Derbyshire, Greengrocer Burton on Trent Pet June 5 Ord June 5  
 BURKITT, EDWIN ROBERT ANTHONY, Skirbeck, nr Boston, Lincs, Watchmaker Boston Pet June 5 Ord June 5  
 CABLEY, JOHN COURTNEY, Budleigh Salterton, Devon, Cabinet Maker Exeter Pet June 6 Ord June 6  
 CLARKE, HENRY EVANS, Chester, Ironmonger Chester Pet June 7 Ord June 7  
 COLLIER, REGINALD DE LA ROCHE, late Queen Anne's mansions, Westminster High Court Pet May 1 Ord June 6  
 COOPER, JOHN, Lower Broughton, Salford, late Cotton Waste Dealer Salford Pet May 20 Ord June 5  
 CORWALL, JAMES, Cockermouth, nr Lancaster, Farm Labourer Preston Pet June 5 Ord June 5  
 CROWE, WILLIAM JAMES, Eldon st, Rope Merchant High Court Pet June 5 Ord June 6  
 DAINTREE, JOHN, ROBERT SMITH, and ARTHUR NIXON, Upper Thames st, Ironfounders High Court Pet June 7 Ord June 7  
 DEAF, GEORGE, Polebrook, Northamptonshire, Farmer Peterborough Pet June 6 Ord June 6  
 GORE, CALER, Aylesbury, Hay Dealer Aylesbury Pet June 5 Ord June 5  
 GREATBACH, MARY ANNE NEWTON, Hogarth rd, Earl's Court, Boarding house Keeper High Court Pet June 5 Ord June 5  
 GRIMSHAW, R N ATKINSON, Wingate rd, Hammer-smith, Gent High Court Pet Feb 2 Ord June 6  
 HIGGITT, WILLIAM HENRY, Coventry, Confectioner Coventry Pet May 18 Ord June 7  
 HINES, THOMAS, Droghda, Tinplate Worker Worcester Pet June 7 Ord June 7  
 HOWELLS, JOHN, North Cornelly, Pyle, nr Bridgend, Glam, Carpenter Cardiff Pet June 7 Ord June 7  
 JOHNSON, JAMES FREDERICK, and JOSEPH EDWARD SANDERS, Boxhill, Sussex, Builders Hastings Pet June 3 Ord June 3  
 JONES, ANNE, and ELIZABETH JONES, St Leonard's on Sea, Boarding house Keepers Hastings Pet May 23 Ord June 7  
 LATRAM, JOHN, Reading, Dairyman Reading Pet June 2 Ord June 2  
 MARRIOTT, CHARLES EDWARD, St Leonard's on Sea, Schoolmaster Hastings Pet June 2 Ord June 2  
 MEE, SAMUEL SPRINGTHORPE, Leicester, Yarn Agent Leicester Pet June 6 Ord June 6

MILLER, ALFRED, Maidens, Newport, Mon, Slate Merchant Newport, Mon Pet June 5 Ord June 5  
 MILLER, SAMUEL, Hackford rd, Brixton, Engineer High Court Pet June 5 Ord June 5  
 MITCHELL, JOHN BATTEN, Portland, Dorset, Jeweller Dorchester Pet June 7 Ord June 7  
 MORGAY, JAMES, Abbeystead, Herefordshire, Farmar Hereford Pet June 5 Ord June 5  
 NORMAN, ABRAHAM, Roddon st, Regent st, Manufacturing Jeweller High Court Pet June 5 Ord June 5  
 PIRTO, ABRAHAM JOSEPH, and THOMAS WACE, Queen Victoria st, Cigar Merchants High Court Pet June 5 Ord June 5  
 PUTNEY, JOHN MARK, and JAMES HENRY PUTNEY, Docking, Surrey, Lime Merchants Croydon Pet June 2 Ord June 2  
 REED, DONALD NORMAN, Mandeville pl, Manchester sq, Merchant High Court Pet May 3 Ord June 7  
 RICHES, CHARLES, Gorleston, Suffolk, Baker Gt Yarmouth Pet June 7 Ord June 7  
 SAMUEL, LEWIS, Manchester, Furniture Dealer Manchester Pet June 7 Ord June 7  
 SAMUELS, SAM, Leeds, Boot Manufacturer Leeds Pet June 5 Ord June 5  
 SANDS, HENRY WILLIAM, Croydon, Surrey, Carman Croydon Pet June 3 Ord June 3  
 SANKOFF, HENRY, Bromley, Kent, Builder Croydon Pet April 11 Ord June 6  
 SPENCER, JOHN, Worthing, late Draper Brighton Pet June 7 Ord June 7  
 TAYLOR, ACTON, Bridgnorth, Salop, Clothier Madeley Pet June 6 Ord June 6  
 TAYLOR, HARRY ALFRED, John st, Bedford row, Solicitor's Articled Clerk High Court Pet May 17 Ord June 5  
 THOMAS, JOHN, Clydach Vale, Tonypandy, Glam, Grocer Pontypriid Pet June 6 Ord June 6  
 TONE, JOHN ALBERT, Applegarth rd, West Kensington pk High Court Pet June 5 Ord June 5  
 TUBB, BENJAMIN, Warborough, Oxon, Farmer Oxford Pet June 6 Ord June 6  
 WALTON, GEORGE, and ERNEST GEORGE WALTON, Smithwick, Staffs, Builders West Bromwich Pet June 2 Ord June 2  
 WATERHOUSE, ELI, Wellington, Salop, Grocer Madeley Pet June 5 Ord June 5  
 WEBB, HENRY THOMAS, Marlow rd, Anerley, Commission Agent High Court Pet June 7 Ord June 7  
 WHITWORTH, ROBERT, Milnrow, nr Rochdale, late Cotton Waste Dealer Salford Pet May 20 Ord June 5  
 WILLIAMS, EDWARD, Hoo, nr Rochester, Brickfield Manager Rochester Pet May 15 Ord June 5  
 WILLIAMS, TOM HENRY, Bristol, Outfitter Swansea Pet May 19 Ord June 2

The following amended notice is substituted for that published in the London Gazette of June 2:—

WILLIAMS, JOHN, Willenhall, Staffs, Coal Dealer Wolverhampton Pet May 12 Ord May 30

### FIRST MEETINGS.

ADAMS, RICHARD, Nottingham, Picture Frame Manufacturer June 16 at 12 Off Rec, St Peter's Church walk, Nottingham  
 ANDEY, FRED, Sheffield, Clothier, June 20 at 2.30 Off Rec, Fignree lane, Sheffield  
 ANDRADE, SOLOMON HYAN, Fetherton rd, Canonbury, Stockbroker June 20 at 12 Bankruptcy bldgs, Carey street

GEE, FREDERICK, Foxley rd, North Brixton August 10 Keble, Gresham st  
 HAMMOND, FREDERICK, Steyning, Sussex, Gent July 3 Flowers, Steyning  
 HESS, KATE, Grosvenor rd, Canonbury July 10 Davis, Basinghall st  
 HOLY, ELIZABETH, Rochdale July 7 Standing, Rochdale  
 JONES, MARY ANN, Bonwick, Cambs July 17 Serjeant & Son, Ramsey, Hunts  
 JONES, THOMAS, East Grinstead, Sussex, Gent July 14 Badham & Williams, Salters' Hall court, Cannon st  
 KESTEVER, ROBERT SUTTON, Thorne, Yorks, Gardener June 27 Taylor & Newburn, Epworth  
 LAMBE, REV. GEORGE, Ivy Bridge, Devon, Clerk July 15 Few & Co, Surrey st, Strand  
 LEONARD, GODFREY, Southsea, Major (retired) June 27 Rising & Ravenscroft, Leadenhall st  
 LIDSTONE, GEORGE HENRY, Tavistock, Devon, Jeweller June 25 Johnstone, Tavistock  
 LISTER, JOHN CHARLES WATERLOO, Brossley, Salop, Wine Merchant August 1 Poiss & Fotta, Brossley  
 MEREDITH, ANNE, Ross, co Hereford July 10 Humphys, Hereford  
 MITCHELL, CADWALLADER BLAYNEY, Surgeon, and HARRIET ELIZABETH MITCHELL, Finsbury Park rd June 30 Stanwell & Son, Dublin  
 MOREHEAD, GEORGE, Sefton Park, Lancs, Provision Merchant August 1 Pennington & Higson, Liverpool  
 NASH, STEPHEN, Eden, Sussex, Carrier July 1 Dawes, Rye  
 NORTON, EDWARD, Small Heath, Birmingham, Brush Maker June 21 Arnold & Son, Birmingham  
 PACKMAN, THOMAS, Brighton, Licensed Victualler July 15 Howlett & Clarke, Brighton  
 PICKLES, JOHN, Burnley, Draper July 18 Waddington, Burnley  
 RIPLEY, ELIZABETH, Otley, Yorks July 7 C J Newstead & Co, Otley  
 SAVILE, GEORGE TOWNSEND, East Bedford, Notts, Doctor of Medicine July 21 Jones & Wells, East Bedford  
 STEWART, ISABELLA MARY, Brighton July 7 Murray & Co, Birchlin lane  
 THACKREAY, ELIZABETH, Sheffield July 15 Vickers & Co, Sheffield  
 TODD, BRUCE BEVERIDGE, Findlater's Corner, London bridge, Wine Merchant July 14 Badham & Williams, Salters' hall court, Cannon st  
 TUGWELL, HUMPHRY, Witcomb, Glos, Gent July 1 Langley-Smith, Gloucester  
 TURNER, JOHN, Biggleston, Birmingham, retired Licensed Victualler June 21 Arnold & Son, Birmingham  
 WHITFIELD, WILLIAM, Aconia rd, Regent's pk July 15 Heales & Son, Carter lane, Doctors' commons

ARCHER, WILLIAM SAMUEL, Nottingham, Grocer June 16 at 11 Off Rec, St Peter's Church walk, Nottingham  
 ASTINGSTALL, WILLIAM, Bradford, Woollen Manufacturer June 16 at 3 Off Rec, 31, Manor row, Bradford  
 BAKER, WILLIAM HENRY GREENFIELD, Wednesbury, Baker June 17 at 11 Off Rec, Wolverhampton  
 BERNHARD, HERMAN, late New Broad st, Cigar Importer June 19 at 11 Bankruptcy bldgs, Carey st  
 BRINDLEY, GEORGE, Leicester, late Licensed Victualler June 16 at 2 Off Rec, 31, Finsbury lane, Leicester  
 BOTTOMLEY, JAMES, Brighouse, Yorks, Wire Drawer June 21 at 11 Off Rec, Townhall chambers, Halifax  
 BROWN, ALFRED, Swadlowgate, Derbyshire, Greengrocer June 17 at 11.30 Midland Hotel, Station st, Burton on Trent  
 BUCK, GEORGE, North Walsham, Norfolk, Carpenter June 17 at 1 Off Rec, 3, King st, Norwich  
 BURKITT, EDWIN ROBERT ANTHONY, Skirbeck, nr Boston, Lincs, Watchmaker June 25 at 12 Off Rec, 48, High st, Boston  
 CLARKE, WILLIAM, Teshmon, Boot Dealer June 16 at 12.30 George and Railway Hotel, Victoria st, Bristol  
 COLEMAN, THOMAS REDDOW, Darlington, Staffs, Plumber June 22 at 11 Off Rec, Walmal  
 COOKE, JOE, Sheffield, Fish Dealer June 20 at 12 Off Rec, Fignree lane, Sheffield  
 CROWWELL, ELIZABETH, Sheffield, Licensed Victualler June 20 at 12.30 Off Rec, Fignree lane, Sheffield  
 DRAGON, JOHN WILLIAM, New Bond st, Dressmaker June 19 at 2.30 Bankruptcy bldgs, Carey st  
 DEAY, GEORGE, Polebrook, Northamptonshire, Farmer July 7 at 12 Law Courts, New rd, Peterborough  
 ELLIOTT, GEORGE WILLIAM, Derby, Tailor June 16 at 12 Off Rec, St James's chambers, Derby  
 FELL, JAMES, Norwich, Butcher June 17 at 12 Off Rec, 8, King st, Norwich  
 FISHER, FREDERICK WILLIAM, and LAWRENCE WILLIAM SHARPE, Queen Victoria st, Ironmongers June 16 at 2.30 Bankruptcy bldgs, Carey st  
 GEORGE, FREDERICK, Chipping Norton, Oxon, Doctor of Medicine June 16 at 12.15 1, St Aldate's, Oxford  
 GLEADOW, CHARLES ARTHUR, Gainsborough, Journalist June 21 at 12 Off Rec, 21, Silver st, Lincoln  
 GORE, CALER, Aylesbury, Hay Dealer June 23 at 11.30 1, St Aldate's, Oxford  
 GOODLIFF, HARRY, Springfield, Essex, Mineral Water Manufacturer June 16 at 3 Off Rec, 95, Temple chambers, Temple avenue  
 GRIFFITHS, CHARLOTTE, Carmarthen, Draper June 17 at 11 Off Rec, 11, Quay st, Carmarthen  
 GRIFFITHS, THOMAS BIRCH, Liverpool, late List Manufacturer June 16 at 1 Off Rec, County chambers, Market place, Liverpool  
 HALL, JOHN ALBERT, Derby, Silk Trimming Manufacturer June 19 at 2.30 Off Rec, St James's chambers, Derby  
 HAMMERTON, ROBERT, Doncaster, Refreshment Contractor's Manager June 20 at 2 Off Rec, Fignree lane, Sheffield  
 HARDING, HARRY BRETEND, Sutherland st, Finsbury, formerly Licensed Victualler June 16 at 12 Bankruptcy bldgs, Carey st  
 HIGGITT, WILLIAM HENRY, Coventry, Confectioner June 16 at 12.45 Off Rec, 17, Hertford st, Coventry  
 IREN, JAMES, Fenchurch st, Colonial Agent June 16 at 11 Bankruptcy bldgs, Carey st  
 LAWSON, HENRY, Sheffield, Dentist June 20 at 11.30 Off Rec, Fignree lane, Sheffield

LEWIS, LEMUEL, Llanwit Fardre, Glam, Innkeeper June 16 at 12 Off Rec, Merthyr Tydfil  
 LORD, JOHN ROBERT, Norwich, Coal Merchant June 19 at 12 Auction Mart, Tokenhouse yard  
 MARKHAM, WILLIAM, Gt George st, Westminster, Solicitor June 19 at 12 Bankruptcy bldgs, Carey at  
 MARTIN, CHARLES JAMES, Cheltenham, Watchmaker June 16 at 11 County Court bldgs, Cheltenham  
 MARTIN, FRANK, Southampton, Fish Salesman June 16 at 3 Off Rec, 4, East st, Southampton  
 MRS. SAMUEL BRINTON THORPE, Leicester, Yarn Agent June 19 at 12.30 Off Rec, 34, Friar lane, Leicester  
 MOUD, CHARLES REUBEN, Maidenhead court, Aldersgate, Cork Merchant June 19 at 1 Bankruptcy bldgs, Carey street  
 NORMAN, ABRAHAM, Heddons st, Regent st, Manufacturing Jeweller June 16 at 2.30 Bankruptcy bldgs, Carey at  
 RALPH, HENRY, Sheffield, Ironmonger June 20 at 11 Off Rec, Fingtree lane, Sheffield  
 ROBINSON, FREDERICK JOHN, St Stephen's rd, Old Ford, Sausage Manufacturer June 19 at 2.30 Bankruptcy bldgs, Carey at  
 SERGEANT, SAMUEL, Kingston upon Hull, Merchant's Foreman June 17 at 11 Off Rec, Trinity House lane, Hull  
 THOMPSON, THOMAS, Angel court, Throymorton st, Stock Dealer June 16 at 11 Bankruptcy bldgs, Carey at  
 TOON, THOMAS, Earl Shilton, Leics, Boot Manufacturer June 16 at 12.30 Off Rec, 34, Friar lane, Leicester  
 TUTTLE, JAMES, Wigan, Grocer June 16 at 10.45 Court house, King st, Wigan  
 VEIDLER, GUSTAVE, late Stamford st, Music Hall Artists June 16 at 12 Bankruptcy bldgs, Carey at  
 WILLIAMS, DAVID, Brittonferry, Glam, Railway Packer June 16 at 12 Off Rec, 31, Alexandria rd, Swansea  
 WILLIAMS, EDWARD, Hoo, nr, Rochester, Brickfield Manager June 19 at 11.30 Off Rec, Rochester  
 WILLIAMS, JOHN TREVOR, Cockspur st, Pall Mall, General Financier June 19 at 12 Bankruptcy bldgs, Carey at  
 WOOLTON, NATHANIEL, and ELIJAH READER, Foleshill, Warwickshire, Hat Manufacturers June 16 at 12 Off Rec, 17, Hertford st, Coventry

## ADJUDICATIONS.

ADAMS, RICHARD, Nottingham, Picture Frame Maker Nottingham Pet June 3 Ord June 3  
 ANNIS, EDWARD WILLIAM, Kingston upon Hull, Builder's Labourer Kingston upon Hull Pet June 5 Ord June 5  
 ARCHER, WILLIAM SAMUEL, Nottingham, Grocer Nottingham Pet June 5 Ord June 5  
 ASTONISHALL, WILLIAM, Bradford, Woollen Manufacturer Bradford Pet May 24 Ord June 6  
 BAILLY, RICHARD, Manchester, Merchant Manchester Pet May 19 Ord June 7  
 BAXTER, ELEANOR, Commercial rd, Pork Butcher High Court Pet June 1 Ord June 2  
 BESTLEY, WILLIAM, Widnes, Grocer Liverpool Pet June 6 Ord June 6  
 BOSWELL, JAMES CLEMENTS, Peterborough, Circus Proprietor Chesterfield Pet June 6 Ord June 6  
 BOTTHOLEY, JAMES, Brighouse, Yorks, Wiredrawer Halifax Pet June 6 Ord June 6  
 BOYD, DANIEL, Kildare ter, Baywater High Court Pet Mar 25 Ord June 5  
 BROWN, ALFRED, Swadincote, Derbyshire, Greengrocer Burton on Trent Pet June 5 Ord June 5  
 BUCK, GEORGE, North Walsham, Norfolk, Carpenter Norwich Pet May 18 Ord June 6  
 BURKITT, EDWIN ROBERT, Ashbury, Skirbeck, nr Boston, Lincs, Watchmaker Boston Pet June 3 Ord June 3  
 CHURCHER, CHARLES, Bishops Waltham, Hants, Cabinet Maker Southampton Pet May 12 Ord June 7  
 CORNALL, JAMES, Cockerham, nr Lancaster, Farm Labourer Preston Pet June 5 Ord June 5  
 CROSBY, ERNEST, Leadenhall st, Solicitor High Court Pet Mar 25 Ord June 6  
 DAVIS, EDGAR, late Edgware rd, Furniture Dealer High Court Pet April 17 Ord June 6  
 DEACON, JOHN WILLIAM, New Bond st, Dressmaker High Court Pet May 29 Ord June 2  
 DEAN, GEORGE, Folebrook, Northamptonshire, Farmer Peterborough Pet June 6 Ord June 6  
 DENNETT, JAMES FRID, and ANDREW CLIFFORD DENNETT, Hill st, Upper Clapton, Fanny Stationers High Court Pet May 15 Ord June 6  
 GLAVILL, JOHN ESSERY, Stoke, Devonport, Builder East Stonehouse Pet May 29 Ord June 7  
 HINES, THOMAS, Droitwich, Tinplate Worker Worcester Pet June 7 Ord June 7  
 HOWELLS, JOHN, North Cornelly, Pyle, nr Bridgend, Glam, Carpenter Cardiff Pet June 7 Ord June 7  
 JOHNSON, JAMES FREDERICK, and JOSEPH EDWARD, SANDERS, Berhill, Sussex, Builders Hastings Pet June 3 Ord June 7  
 JOHNSON, JOHN SEWELL, Gt Yarmouth, Musician Gt Yarmouth Pet June 2 Ord June 5  
 LATHAM, JOHN, Reading, Dairyman Reading Pet June 2 Ord June 3  
 MAREJOTT, CHARLES EDWARD, St Leonard's on Sea, Sussex, Schoolmaster Hastings Pet June 2 Ord June 7  
 MASTER, FRANK, Southampton, Fish Salesman Southampton Pet June 2 Ord June 7  
 MRS. SAMUEL BRINTON THORPE, Leicester, Yarn Agent Leicester Pet June 6 Ord June 6  
 MILLER, ALFRED, Maidens, Newport, Mon, Slate Merchant Newport, Mon Pet June 5 Ord June 5  
 MILLER, SAMUEL, Hackford rd, Brixton, Engineer High Court Pet June 6 Ord June 6  
 MORRIS, ALEXANDER, Reading, Outfitter Reading Pet May 12 Ord June 2  
 NORMAN, ABRAHAM, Heddons st, Regent st, Manufacturing Jeweller High Court Pet June 5 Ord June 5  
 REYNOLDS, IYATON HETWODE, and HENRY GANLEY, Birmingham, Manufacturers Birmingham Pet April 25 Ord June 7  
 RICHES, CHARLES, Gorleston, Suffolk, Baker Gt Yarmouth Pet June 7 Ord June 7  
 RILEY, THOMAS, Salford, Commercial Traveller Halifax Pet May 10 Ord June 3

SAMUELS, SAM, Leeds, Boot Manufacturer Leeds Pet June 5 Ord June 5  
 SHONDS, WILLIAM HENRY JAMES, Reading, Builder's Manager Reading Pet May 36 Ord June 2  
 STEVENS, WILLIAM, St Albans, Builder St Albans Pet Jan 9 Ord Jan 16  
 THOMAS, JOHN, Clydach Vale, Tonypandy, Glam, Grocer Pontypridd Pet June 6 Ord June 6  
 THROTT, JOSEPH LAYCOCK, Aireview, Sliden, Yorks, Assistant Greengrocer Bradford Pet May 26 Ord June 6  
 WALTON, GEORGE, and ERNEST GEORGE WALTON, Smethwick, Staffs, Builders West Bromwich Pet June 2 Ord June 2  
 WATERHOUSE, ELI, Wellington, Salop, Grocer Madeley Pet June 5 Ord June 5  
 WOOTTON, NATHANIEL, and ELIJAH READER, Foleshill, Warwickshire, Hat Manufacturers Coventry Pet May 17 Ord June 6

## ADJUDICATION ANNULLED.

MORDECAI, EMANUEL, High st, Stepney, Publican High Court Adjud June 5, 1892 Annul May 31

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## RECEIVING ORDERS.

BALLIN, SIEGFRIED, and GERSON JOEL BALLIN, Nantyglo, Mon, Pawnbrokers Tredegar Pet June 9 Ord June 9  
 BLACE, ROBERT, Liverpool, late Grocer Liverpool Pet May 25 Ord June 10  
 BROWN, MOSES, Liversedge, Yorks, Painter Dewsbury Pet June 7 Ord June 7  
 BROWN, ARTHUR HENRY SPENCE, Buckleigh rd, Streatham common, late Mercantile Clerk High Court Pet June 7 Ord June 8  
 CAYZER, WILLIAM, Greenwich, Printer's Manager Greenwich Pet June 8 Ord June 8  
 COOK, WILLIAM HENRY, Boston, Lincs, Cooper Boston Pet June 8 Ord June 8  
 DAVIES, OWEN THOMAS, Little Sutton, Cheshire, Draper Birkenhead Pet June 10 Ord June 10  
 EATY, FREDERICK, Melton Mowbray, Tinman Leicester Pet June 10 Ord June 10  
 FINER, THOMAS OWEN, East lane Wharf, Bermondsey wall, Wharfing High Court Pet May 23 Ord June 9  
 FLETCHER, THOMAS, Streatham, nr Ely, Coal Merchant Cambridge Pet May 36 Ord June 10  
 GOMER, JAMES, Folkestone, Confectioner Canterbury Pet June 9 Ord June 9  
 GROVER, THOMAS, Finsbury pavement High Court Pet May 15 Ord June 9  
 HALCROW, CHARLES RUSSELL, Southport, Furniture Dealer Liverpool Pet June 2 Ord June 9  
 HARRIS, MATILDA, Alderbury, Salop, Innkeeper Shrewsbury Pet June 8 Ord June 8  
 HATCOCK, WILLIAM THOMAS, Beckenham, Kent, formerly Printer's Manager High Court Pet May 18 Ord June 9  
 HERCOCK, DANIEL, Nasington, Northamptonshire, Farmer Peterborough Pet June 10 Ord June 10  
 HODGSON, JAMES, Middlesborough, Grocer Middlesborough Pet June 7 Ord June 7  
 JACOBSON, SOLOMON, Torrington square, Commercial Traveller High Court Pet June 8 Ord June 8  
 JENKINS, JOHN, St David's, Pembroke, Weaver Pembroke Dock Pet June 9 Ord June 9  
 JONES, FREDERICK, and JAMES PERCEC, Cardiff, Builders Cardiff Pet June 7 Ord June 7  
 LAND, EDWARD, Quedgeley, Glos, Cattle Dealer Gloucester Pet June 9 Ord June 9  
 LEWIS, WYNDHAM WILLIAM, and THOMAS HENRY LEWIS, Cardiff, Merchants Cardiff Pet May 24 Ord June 7  
 LONG, J. DAWES rd, Fulham, Upholsterer High Court Pet May 23 Ord June 7  
 MARRIOTT, ARTHUR, Catering, Veterinary Surgeon Northampton Pet June 5 Ord June 5  
 MEAGER, THOMAS HENRY, and WALTER JAMES MEAGER, Cardiff, Cycle Agents Cardiff Pet June 10 Ord June 10  
 MILLS, BENJAMIN, Bury St Edmunds, Horse Dealer Bury St Edmunds Pet June 10 Ord June 10  
 PARRETT, JAMES, Farnham, Surrey, Builder Guildford and Godalming Pet June 10 Ord June 10  
 PARRISH, PAUL EDWARD HERMAN, George yard, Bank Clerk High Court Pet June 8 Ord June 8  
 PATER, ELOI, Blaenavon, Mon, Grocer Tredegar Pet June 9 Ord June 9  
 POWYS, ARTHUR EDWARD, Merton, Surrey, Surveyor Croydon Pet June 8 Ord June 8  
 PAYCE, SARAH, Downais, Glam, Boot Dealer Merthyr Tydfil Pet June 7 Ord June 10  
 PYRKE, SAMUEL, Hackney rd, Clothier High Court Pet May 25 Ord June 10  
 QUINCY, JAMES, Southsea, Beer Retailer Portsmouth Pet June 8 Ord June 8  
 REMINGTON, THOMAS, Leicester, Beerhouse Keeper Leicester Pet June 7 Ord June 7  
 SANDERS, FREDERICK, Exeter, Fishmonger Exeter Pet June 10 Ord June 10  
 STOCKER, ALEXANDER RICHMOND, Aldersgate st High Court Pet April 29 Ord June 8  
 THOMAS, JOHN, Cillyydd, Pontypridd, Glam, Grocer Pontypridd Pet June 7 Ord June 7  
 THOMPSON, JAMES, Wigan, Hot Water Engineer Wigan Pet May 31 Ord June 8  
 TOWN, JOSEPH, Ovenden, nr Halifax, Journeyman Wheelwright Halifax Pet June 10 Ord June 10  
 TURNBULL, WILLIAM, Newcastle on Tyne, Stationer Newcastle on Tyne Pet June 9 Ord June 9  
 URWIN, WILLIAM, Leeds, late Greengrocer Leeds Pet June 7 Ord June 7  
 WOODWARD, WILLIAM, Heath Town, Wednesfield, Staffs, Cycle Manufacturer Wolverhampton Pet June 7 Ord June 8  
 WORSAN, SAMUEL WILLIAM, Idol lane, Civil Engineer High Court Pet April 15 Ord June 6  
 WROTTERLEY, the Hon W. Aldershot, Captain in 4th Dragon Guards Bristol Pet May 26 Ord June 10

## FIRST MEETINGS.

ALLCHURCH, WILLIAM THOMAS, Birmingham, Grocer June 23 at 2.30 23, Colmore row, Birmingham  
 BAILLY, RICHARD, Manchester, Merchant June 20 at 3 Ogden's chambers, Bridge st, Manchester  
 BASSITT, CHARLES, Birmingham, Fender Maker June 23 at 11 23, Colmore row, Birmingham  
 BAXTER, ELEANOR, Commercial rd, Pork Butcher June 20 at 1 Bankruptcy bldgs, Carey at  
 BOSWELL, JAMES CLEMENTS, Peterborough, Circus Proprietor June 20 at 2.30 Off Rec, St James's chambers, Derby  
 BROWN, MOSES, Liversedge, Yorks, Painter June 22 at 4 Off Rec, Batley  
 BROWN, WILLIAM HENRY, Eastbourne, Greengrocer July 20 at 10.45 Coles & Sons, Seaside rd, Eastbourne  
 BUCKHALL, ARTHUR, Liverpool, Gasfitter June 21 at 3 Off Rec, 35, Victoria st, Liverpool  
 CLARKE, HENRY EVANS, Chester, Ironmonger June 26 at 2 Cypht chbrs, Chester  
 CLEATY, JULIA, Great Yarmouth, Lodging-house Keeper June 24 at 12 Off Rec, 8, King st, Norwich  
 COOK, WILLIAM HENRY, Boston, Lincs, Cooper June 28 at 12.30 Off Rec, 48, High st, Boston  
 COOMBS, THOMAS PATTEN, Anzley, Surrey, Stationer June 21 at 12.30 24, Railway appr, London Bridge  
 CROWE, WILLIAM JAMES, Hatcham Park rd, Rope Merchant June 20 at 2.30 Bankruptcy bldgs, Carey at  
 HARRIS, MATILDA, Alderbury, Salop, Innkeeper June 20 at 11.30 Off Rec, Talbot chambers, Shrewsbury  
 HOULDER, WILLIAMSON, Headingley, Leeds, Jobbing Gardener June 21 at 11 Off Rec, 23, Park row, Leeds  
 HOULDESWORTH, D. & SON, Heckmondwike, Dry Soap Makers June 22 at 3 Off Rec, Batley  
 HUGHES, ROBERT JAFFRAY, Wimbledon, Surrey, Physician June 22 at 11.30 24, Railway approach, London Bridge  
 IRVINE, R. J., York st, Baker st, Doctor of Medicine June 20 at 12 Bankruptcy bldgs, Carey at  
 JOHNSON, JOHN SEWELL, Gt Yarmouth, Musician June 21 at 12.30 Off Rec, 8, King st, Norwich  
 KNEERONE, CHARLES, Bittsworth, Carnarvonshire, Proprietor of Lead Mines June 23 at 11 Eagles Hotel, Llanrwst  
 LAMBERT, EDWARD, Redhill, Surrey, Grocer June 21 at 11.30 24, Railway approach, London Bridge  
 LONG, J. DAWES rd, Fulham, Upholsterer June 22 at 2.30 Bankruptcy bldgs, Carey at  
 LOWE, WILLIAM, Kingswinford, Staffs, Working Moulder June 20 at 2.15 Wall & James, solicitors, Stourbridge  
 MACHILL, JOHN, Batley Carr, Dewsbury, Rag Merchant June 20 at 11 Off Rec, Batley  
 MERRITT, FANNY, Southsea, Oil Merchant June 27 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 MILLER, ALFRED, Maidens, Newport, Mon, Slate Merchant June 21 at 12 Off Rec in Bankruptcy  
 MILLER, SAMUEL, Hackford rd, Brixton, Engineer June 21 at 12 Bankruptcy bldgs, Carey at  
 NATION, JOHN WILD, Liverpool, Paper Hangings Factor June 21 at 2 Off Rec, 35, Victoria st, Liverpool  
 PARRISH, PAUL EDWARD HERMAN, George yard, Bank Clerk June 23 at 12 Bankruptcy bldgs, 4, Carey at  
 PINTO, ABRAHAM JOSEPH, and THOMAS WAGE, Queen Victoria st, Cigar Merchants June 21 at 2.30 Bankruptcy bldgs, Carey at  
 POWELL, A. SYDENHAM, Kent, Traveller June 22 at 12.30 24, Railway approach, London bridge  
 PRICE, JAMES JAMES, Chester, Draper June 23 at 2.30 Off Rec, Ogden's chambers, Bridge st, Manchester  
 QUINCY, JAMES, Southsea, Beer Retailer June 23 at 3 Off Rec, Cambridge Junction, High st, Portsmouth  
 REID, DONALD NORMAN, Mandeville place, Manchester sq, Merchant June 21 at 11 Bankruptcy bldgs, Carey at  
 REMINGTON, THOMAS, Leicester, Beerhouse Keeper June 21 at 12.30 Off Rec, 34, Friar lane, Leicester  
 ROBINSON, ABRAHAM, St Mark sq, Dalston June 21 at 12 Bankruptcy bldgs, Carey at  
 ROGERS, ALFRED EMMETT, Darlington, Wire Worker June 21 at 3 Off Rec, 5, Albert rd, Middlesborough  
 SAMUEL, LEWIS, Manchester, Furniture Dealer June 20 at 3.30 Ogden's chambers, Bridge st, Manchester  
 TAYLOR, HARRY ALFRED, John st, Bedford row, Solicitor's Articled Clerk June 22 at 2.30 Bankruptcy bldgs, Carey at  
 THOMPSON, JAMES, Wigan, Hot Water Engineer June 22 at 10.45 Court house, King st, Wigan  
 TONS, JOHN ALBERT, Applegarth rd, West Kensington Park June 22 at 12 Bankruptcy bldgs, Carey at  
 TUBB, BENJAMIN, Warborough, Oxon, Farmer June 28 at 3.30 1, St Aldate's, Oxford  
 WERLEY, BENJAMIN, South Orsett, Yorks, Journeyman Glove-Cutter June 20 at 4 Off Rec, Batley  
 WHITE, SAMUEL JAMES, Southsea, Refreshment house Keeper June 27 at 4 Off Rec, Cambridge Junction, High st, Portsmouth  
 WHITTAKER, JOHN, and MARY ALSTON, Bacup, Lancs, Coach Builders June 20 at 11.15 Townhall, Rochdale  
 WILSON, WALTER WILLIAM, Westborough, Dewsbury, Commission Agent June 20 at 3 Off Rec, Batley  
 WRIGHT, ALFRED, Victoria rd, Walthamstow, Dairyman's Agent June 21 at 2.30 Bankruptcy bldgs, Carey at

## ADJUDICATIONS.

ADDEY, FRED, Sheffield, Clothier Sheffield Pet June 2 Ord June 8  
 AITHERLEY, THOMAS, York, Plumber York Pet May 25 Ord June 9  
 BALLIN, SIEGFRIED, and GERSON JOEL BALLIN, Nantyglo, Mon, Pawnbrokers Tredegar Pet June 9 Ord June 9  
 BASSITT, CHARLES, Birmingham, Fender Maker Birmingham Pet May 4 Ord June 9  
 BROWN, MOSES, Liversedge, Yorks, Painter Dewsbury Pet June 7 Ord June 7  
 BROWNE, ARTHUR HENRY SPENCE, Buckleigh rd, Streatham common, late Mercantile Clerk High Court Pet June 7 Ord June 8  
 BURHAM, JOHN WILLIAM, Leicester, Coal Merchant Leicester Pet May 26 Ord June 10  
 CAYZER, WILLIAM, Greenwich, Printer's Manager Greenwich Pet June 8 Ord June 8



COOKE, WILLIAM HENRY, Boston, Lines, Cooper Boston  
Pet June 8 Ord June 8  
CROWE, WILLIAM JAMES, Eidon st, Rope Merchant High  
Court Pet June 5 Ord June 7  
HATON, FREDERICK, Melton Mowbray, Tinman Leicester  
Pet June 10 Ord June 10  
FLATY, JOHN MATTHEW, Gt Winchester st, Commission  
Agent High Court Pet Jan 17 Ord June 7  
GOMER, JAMES, Folkestone, Confectioner Canterbury Pet  
June 9 Ord June 9  
GOMM, CALES, Aylesbury, Hay Dealer Aylesbury Pet  
June 5 Ord June 8  
GREATBACH, MARY ANNE NEWTON, Hogarth rd, Earl's  
Court, Boarding house Keeper High Court Pet June  
5 Ord June 7  
GRIFFITHS, DAVID, Neath, Glam, Grocer Neath Pet May  
5 Ord June 8  
GRIFFITHS, WILLIAM JOHN, Shrewsbury, Grocer Shrews-  
bury Pet May 12 Ord June 9  
GRIFFITHS, WILLIAM, Neath, Glam, Grocer Neath Pet  
May 18 Ord June 8  
HALCROW, CHARLES ROSEBELL, Southport, Furniture Dealer  
Liverpool Pet June 2 Ord June 9  
HARRIS, MATILDA, Alberbury, Salop, Innkeeper Shrews-  
bury Pet June 8 Ord June 8  
HERCOCK, DANIEL, Nasington, Northamptonshire, Farmer  
Peterborough Pet June 10 Ord June 10  
HETRE, FERDINAND, Soothing lane, Commission Merchant  
High Court Pet May 12 Ord June 7  
HIGGITT, WILLIAM HENRY, Coventry, Confectioner Coven-  
try Pet May 18 Ord June 8  
HODGSON, JAMES, Middlesbrough, Grocer Middlesbrough  
Pet June 6 Ord June 7  
HUBBY, JAMES, High st, Shoreditch, Millowner High  
Court Pet April 19 Ord June 8  
HUMPHREYS, WILLIAM HARDINGE, Furnival's inn, Holborn,  
Solicitor High Court Pet Feb 16 Ord June 7  
JOYCE, FREDERICK, and JAMES PIERCE, Cardiff, Builders  
Cardiff Pet June 7 Ord June 7  
LARD, EDWARD, Quedgeley, Glou, Cattle Dealer Gloucester  
Pet June 5 Ord June 9  
LANGHAM, HERBERT HAY, Cottesbrooke Park, Northampton-  
shire, Esq Northampton Pet Feb 7 Ord June 6

LESTER, JOHN GEORGE, late Moorgate st, late Stock Dealer  
High Court Pet Mar 9 Ord June 8  
MARRIOTT, ARTHUR, Kettering, Veterinary Surgeon,  
Northampton Pet June 5 Ord June 5  
MILLER, MARTHA ANN, Market Harborough, Butcher  
Leicester Pet May 19 Ord June 5  
MILLS, BENJAMIN, Bury St Edmunds, Horse Dealer Bury  
St Edmunds Pet June 10 Ord June 10  
MITCHELL, JOHN, Batter, Portland, Dorset, Jeweller  
Dorchester Pet June 6 Ord June 10  
MOULD, CHARLES REUBEN, Maidenhead court, Aldersgate,  
Cork Merchant High Court Pet June 2 Ord June 7  
OSWALD, ELIZABETH MARY ETHEL, Elgin avenue, Maid-  
Vale, Spinster High Court Pet Mar 8 Ord June 7  
PASCALL, JAMES, Stroud, Glou, Draper Gloucester Pet  
May 12 Ord June 8  
PAYNE, JOHN, Margate, Confectioner Canterbury Pet  
May 11 Ord June 8  
PAYNE, ELON, Blacovon, Mon, Grocer Tredegar Pet  
June 9 Ord June 9  
POTTER, WILLIAM, Toronto, Canada, Wheelwright High  
Court Pet Jan 6 Ord June 8  
POWYS, ARTHUR EDWARD, Merton, Surrey, Surveyor  
Croydon Pet June 8 Ord June 8  
PRYCE, SARAH, Downais, Boot Dealer Merthyr Tydfil  
Pet June 2 Ord June 10  
QUINTON, JAMES, Southsea, Beer Retailer Portsmouth  
Pet June 8 Ord June 8  
REMINGTON, THOMAS, Leicester, Beerhouse Keeper Leices-  
ter Pet June 7 Ord June 8  
TAYLOR, HARRY ALFRED, John st, Bedford row, Solicitors/  
Articled Clerk High Court Pet May 17 Ord June 8  
THOMAS, JOHN, Cilfynydd, Pontypridd, Glam, Grocer  
Pontypridd Pet June 7 Ord June 7  
TURNBULL, WILLIAM, Newcastle on Tyne, Stationer New-  
castle on Tyne Pet June 9 Ord June 9  
URWIN, WILLIAM, Leeds, late Grocer Leeds Pet  
June 7 Ord June 7  
WEBB, HENRY THOMAS, Marlow rd, Apsley, Commission  
Agent High Court Pet June 7 Ord June 7  
WILLIAMS, JOHN, Willenhall, Staffs, Coal Dealer Wolver-  
hampton Pet May 5 Ord June 5

WILLIAMS, TON HENRY, Bristol, Outfitter Swansea Pet  
May 10 Ord June 9

## ADJUDICATION ANNULLED.

RICKARDS, CYRIL HENRY, West Brighton, retired Major  
Brighton Adjud March 6 Annul May 23

ORDER RESCINDING RECEIVING ORDER AND  
ANNULING ADJUDICATION.

HICKS, NELLIE, Westmoreland rd, Paddington, Spinster  
High Court Resc Ord March 7 Adjud March 21 Resc  
and Annul June 2

## SALES OF ENSUING WEEK.

June 19.—Messrs. S. WALKER & RUNTS, at the Mart, E.C.,  
at 2 o'clock, Freehold (and part Copyhold) Residential  
Properties (see advertisement, June 3, p. 6).  
June 20.—Messrs. FARBERBROTHER, ELLIS, CLARK, & Co., on  
the Premises, at 12 o'clock, Contents of Residence, No. 7,  
The Grove, Highgate (see advertisement, June 3, p. 3).  
June 20.—Messrs. RYTHOLDS & EASON, at the Mart, E.C.,  
at 1 o'clock, Freehold Property (see advertisement, June  
10, p. 4).  
June 21.—Messrs. BAKER & SONS, in a Marques on the  
Estate, Freeholds (see advertisement, June 3, p. 6).  
June 21.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart,  
E.C., at 2 o'clock, Freehold Estates (see advertisement,  
June 3, p. 5, also this week, p. 571).  
June 22.—Messrs. FARBERBROTHER, ELLIS, CLARK, & Co., at  
the Mart, E.C., at 2 o'clock, Freehold Estate and Lease-  
hold Ground-Rents (see advertisement, June 3, p. 3).  
June 23.—Messrs. BAKER & SONS, at the Mart, E.C., at 2  
o'clock, Freehold Building Sites (see advertisement, June  
3, p. 6).  
June 23.—Messrs. NORTON, TRIST, & GILBERT, at the Mart,  
E.C., at 2 o'clock, Properties (see advertisement, June 3,  
p. 7).

EST. 1848.

## THE GRESHAM LIFE ASSURANCE SOCIETY,

ST. MILDRED'S HOUSE, POULTRY, LONDON, E.C.

WEST END BRANCH—2, WATERLOO PLACE, S.W.

ANNUAL INCOME EXCEEDS	£915,000
ASSETS EXCEED	5,000,000
PAYMENTS UNDER POLICIES EXCEED	10,500,000

THERE IS NOTHING DESIRABLE IN LIFE ASSURANCE WHICH THE SOCIETY DOES NOT FURNISH CHEAPLY, INTELLIGIBLY, AND PROFITABLY

## Policies Indisputable after 5 Years.

Annuities of all kinds granted. Rates fixed on the most favourable terms.

THOMAS G. ACKLAND, F.I.A., F.R.S., Actuary and Manager  
JAMES H. SCOTT, Secretary.

## SALES BY AUCTION FOR THE YEAR 1893.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-Rents, Advertisements, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., June 30	Tues., July 25	Tues., Oct. 3
Tues., June 27	Tues., Aug. 1	Tues., Oct. 17
Tues., July 4	Tues., Aug. 8	Tues., Oct. 31
Tues., July 11	Tues., Aug. 15	Tues., Nov. 14
Tues., July 18	Tues., Aug. 22	Tues., Dec. 5

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson, Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture, Pictures, Farming Stock, Timber, &c.

**DETAILED LISTS OF INVESTMENTS, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the list of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,503.**

## FULHAM.

An important Freehold Building Estate of about 12½ acres, with extensive riverside frontages.

**MESSRS. EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY NEXT, JUNE 21st, at TWO, a valuable FREEHOLD RIVER-SIDE ESTATE, most conveniently situated at Fulham, a short remove east of Wandsworth-bridge on the Middlesex side, being about half a mile from Wandsworth Station, on the S.W. Railway, and about a mile from the Chelsea and Waltham Green Stations. It has an area of 12½ acres, with a frontage to the River Thames of over 1,000ft., and to Townsend-road of nearly 1,000ft., and is well placed for development, affording, by the creation of new roads, sites for over 200 houses, the river frontage being reserved for wharves and waterside manufacturing premises. It therefore presents an opportunity for a remunerative building operation, which, from the location of the estate, if carried out judiciously, is sure of success.

Possession will be given on completion. Particulars of Henry S. Sherry, Esq., Solicitor, 4, Raymond-buildings, Gray's-inn, W.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

## Freehold and Leasehold Investments.

**MESSRS. BELTON & SONS** will SELL by AUCTION, at the MART, on TUESDAY, JUNE 27th, at TWO o'clock:—

A FREEHOLD RENTAL OF £105 PER ANNUM, amply secured upon a first-class Public-house, the ADMIRAL NAPIER, WEEDINGTON-ROAD, KENTISH TOWN. A large premium was given for the lease, of which 47 years are unexpired. Solicitors, Messrs. Hyde, Tandy, & Mahon, 33, Ely-place.

AN IMPROVED RENTAL OF £30 PER ANNUM, arising from the BLENHEIM ARMS Public-house and Workshops adjoining, BLENHEIM-STREET, OXFORD-STREET. Held for an unexpired term of 33 years. REVERSION TO THE TRADE OF THE PUBLIC-HOUSE IN SIX YEARS. Solicitor, H. W. Christmas, Esq., 42a, Bloomsbury-square.

AN IMPROVED RENTAL OF £1,100 PER ANNUM, from an extensive pile of buildings of recent erection, Nos. 2 and 3, BEDFORD-STREET, STRAND. Fully-licensed and held for 98 years. Solicitors, Messrs. Robbins, Billing, & Co., Surrey House, Victoria Embankment.

Printed particulars may be had of the respective Solicitors, and at the Auction Office, 12, Hatton-garden.

At the MART, E.C., on TUESDAY, JUNE 27, at TWELVE.

**MESSRS. BEARD & SON** are instructed to SELL by AUCTION the following desirable PROPERTIES:—

WESTBOURNE GROVE (No. 64).—Valuable Freehold Business Premises of this fine business thoroughfare, let on lease for 30 years from Christmas, 1890, at the low rent of £250, but now worth £200 per annum, offering to trustees and investors a very safe and improving investment.—Solicitors, Messrs. Wellman & Sons, 76b, Westbourne-grove.

ST. JOHN'S WOOD.—Corner Chemist's Shop, No. 20, Boundary-road, let on lease to an old-established tenant until 1900 at £100 a year. Term 44 years, ground-rent £10 15s. 0d.—Solicitor, E. Shalson, Esq., Exchange-chambers, Cophall-square, E.C.

Particulars at the Auctioneers' Offices, 110, Westbourne-grove, W.

**MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square,** beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

## HAYMARKET.

Freeholds.—Highly important Sale of a magnificent block of Freehold Property, having a grand frontage of 50ft. to one of the most valuable thoroughfares of the metropolis, and affording an unrivalled site for the erection of banking, insurance, or club premises, or for any other enterprise requiring a spacious and perfectly lighted area; equally adapted for high-class modern shops and dwellings, and presenting to trustees and capitalists an opening for secure and ever-improving investment such as is rarely to be met with on the London property market.

**MESSRS. ROBERT TIDLEY & SON** (in conjunction with Messrs. LOFTS & WARNER) are instructed to SELL by AUCTION, at the MART, Tokenhouse, E.C., on FRIDAY, JULY 14, at TWO o'clock precisely, in One Lot, a singularly compact FREEHOLD ESTATE, comprising four shops and dwelling-houses, most advantageously situated between James-street and Panton-street, close to the Haymarket Theatre, and known as Nos. 18, 19, 20, 21, Haymarket, and No. 1, James-street, with very extensive warehouse premises in the rear, the whole covering about 5,000 superficial feet of land, nearly square in shape. No. 18 is let on repairing lease at £240 per annum, but the remainder will fall into possession at Michaelmas next, on expiration of a 40 years' lease granted to the well-known firm of Barlo Valle & Co., whose representatives have occupied the premises for 120 years past. The actual and estimated rental value of the existing buildings is £1,340 per annum.

May be viewed, and particulars, with plan and conditions of sale, had at the Mart; of Messrs. Lake, Beaumont & Lake, Solicitors, 10, New-square, Lincoln's-inn, W.C.; of Messrs. Loft & Warner, Land Agents and Surveyors, 180, Mount-street, Berkeley-square, S.W.; or of Messrs. Robert Tidley & Son, Auctioneers, 195, Essex-road, London, N.

## REVERSIONS.—The Reversion Mortgage

Trust Purchase or make Advances upon Reversions and Life Interests at 4½ per cent. per annum. Reversions to Funds in Court Advanced on at 4 per cent. per annum. Advances on Securities of this description can be completed in a few days. No charge made unless business results.—Full particulars on application to Messrs. FALHAM, 34, New Bridge-street, Ludgate-circus, London.

## TRUST MONIES.—To Solicitors, Trustees,

and others who have Trust Monies against first-class Securities, such as Freeholds and Leaseholds, in this country; please state amount offered and interest received, whether on freehold, leasehold or otherwise.—M. LLOYD, Mortgage Broker, Broad-street-avenue, London, E.C.

## SALE DAYS FOR THE YEAR 1893.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** beg to announce that the following days have been fixed for their SALES during the year 1893, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C.:-

Thurs., June 22	Thurs., Aug. 24	Thurs., Oct. 26
Thurs., June 29	Thurs., Sept. 7	Thurs., Nov. 2
Wed., July 12	Wed., Sept. 13	Thurs., Nov. 16
Thurs., July 20	Thurs., Sept. 21	Thurs., Nov. 23
Thurs., Aug. 3	Thurs., Sept. 28	Thurs., Nov. 30
Thurs., Aug. 10	Thurs., Oct. 5	Thurs., Dec. 7
Wed., Aug. 16	Wed., Oct. 11	Wed., Dec. 13
	Thurs., Oct. 19	

Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground-rents, and investments generally, which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

## BELGRAVIA.

By order of Mortgagees.—A capital 10-roomed Residence, No. 68, Ebury-street, on the north side, between Eccleston-street and Elizabeth-street, held for about 30 years unexpired, at a ground-rent of £7 per annum, and underleased for 14 years from Christmas, 1890, at a rent of £110 per annum.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** will sell by AUCTION, at the MART, Tokenhouse-yard, at an early date, the above capital LEASEHOLD RESIDENCE.

Particulars of Sale of Messrs. Bolton & Co., Solicitors, 3, Temple-gardens, E.C.; at the Mart, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

## EDGWARE, MIDDLESEX.

Notice of Sale to wind up a joint estate.—A charming Freehold Residence and over four acres beautifully laid-out pleasure grounds, with very productive kitchen and fruit gardens, range of vinerias, greenhouses, out-buildings, &c., extremely pleasantly and healthily situated on the high road near the rural village of Edgware, with its station on the Great Northern Railway, and only an hour's drive from the Marble Arch. The house is approached by a sweep carriage drive, is most substantially built, and is entered by a handsome porch. It is conveniently arranged and contains seven beds and dressing rooms, bath, dining and drawing rooms, library, handsome conservatory adjoining, good offices, and capital basement; stabling for two horses, with box for pony, coachman's rooms, &c.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** will sell by AUCTION, at the MART, Tokenhouse-yard, London, on JULY 20th (unless an acceptable offer be previously received), the above eligible and compact RESIDENTIAL PROPERTY, known as Oakleigh, Edgware.

With possession. Particulars of Messrs. Rowcliffes, Rawle, & Co., Solicitors, 1, Bedford-row, W.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

## IMPORTANT CITY FREEHOLD.

An extremely valuable Property, being No. 188, Fleet-street, being a corner site in one of the best positions on the north side of this great leading thoroughfare, adjoining Messrs. Lloyd's Bank, next to the Law Life Assurance Office, within a few doors of the Law Courts Branch of the Bank of England, and in the immediate vicinity of other banking-houses, the Legal and General and Norwich Union Offices, and several well-known business establishments. The premises, which are of most substantial construction and of handsome and imposing elevation, carried out in costly stone work, possess the extensive frontage of 60 ft., independently of the return frontage to Clifford's-inn-passage of about 7½ ft., and cover a superficial area of nearly 3,700 ft. They consist of a spacious ground floor, which, with the basement, was until lately occupied by the Crown Life Assurance Society, and four well-arranged upper floors, having separate entrance, altogether forming one of the most important buildings available for banking, insurance, or commercial purposes in the City of London.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** have been favoured with instructions to sell by AUCTION, at the MART, Tokenhouse-yard, City, on JULY 20th, the above very valuable FREEHOLD ESTATE, with the advantage of possession of the principal portion of the premises.

Particulars of sale, with a plan, may be had in due course of Messrs. Nicholl, Manisty, Nicholl, and Fletcher, Solicitors, 1, Howard-street, Strand; at the Auction Mart, &c.; and of Messrs. Farebrother, Ellis, Clark, & Co., No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

**MESSRS. ROBT. W. MANN & SON,** SURVEYORS, VALUERS,

AUCTIONEERS, HOUSE AND ESTATE AGENTS, ROBT. W. MANN, F.S.I., THOMAS R. RANSON, F.S.I. J. BAGSHAW MANN, F.S.I., W. H. MANN,

2, Lower Grosvenor-place, Euston-square, S.W., and 22, Lombard-street, Belgrave-square, S.W.

## SUFFOLK.

Three miles from Bury St. Edmunds, 14 from Newmarket. —Hengrave-hall, one of the choicest residential and sporting estates in the Eastern counties, comprising fine old historic mansion, standing in a beautifully timbered park of 300 acres, surrounded by prettily disposed pleasure grounds. There are nine well-tenanted farms, with suitable dwelling houses and homesteads, brickyard, cottages, &c., the total area being about 4,575 acres, lying in a ring fence. The property for sporting purposes cannot be surpassed. The manors of Hengrave, Fornham All Saints, and Risby will be included.

**MESSRS. BEADEL, WOOD, & CO.** are instructed to sell by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on THURSDAY, JUNE 24th, 1893, at TWO o'clock precisely, in One Lot (unless previously disposed of by private contract), the above valuable FREEHOLD ESTATE.

Particulars, with plan and conditions of sale, may be obtained of Messrs. Saltwell, Tryon, & Saltwell, Solicitors, 1, Stone-buildings, Lincoln's-inn, London, W.C.; at the Mart; and of Messrs. Beadel, Wood, & Co., 97, Gresham-street, London, E.C.

## NORFOLK.

The Riddlesworth Hall Estate, five miles from Harling Road, six from Thetford, ten from Diss, fourteen from Bury St. Edmunds, and twenty-five from Newmarket, all stations on the Great Eastern Railway. The mansion, of substantial construction and in capital repair, contains a suite of lofty and well-proportioned reception rooms and upwards of twenty bed rooms, is fitted throughout with every regard to comfort, and is surrounded by lawns, pleasure grounds, shrubberies, and well-grown woods; near are excellent walled-in kitchen gardens, with ranges of vinerias, forcing houses, &c.; capital stabling. The park is intersected by the Little Ouse River, affording good fishing and boating, and the estate, in all about 4,300 acres, is well known as one of the very best sporting properties in the county, the shooting being of unusual variety and extent. There are several farms with suitable residences and homesteads. The advowson and manors of Riddlesworth, Gasthorpe, and Knettishall will be included.

**MESSRS. BEADEL, WOOD, & CO.** are instructed to sell by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on THURSDAY, JULY 13th next, at TWO o'clock precisely, the above important FREEHOLD RESIDENTIAL ESTATE.

Particulars, with plans and conditions of sale, are in course of preparation, and when ready may be obtained of Messrs. Peters & Bolton, Solicitors, 24, Guildhall-chambers, Basinghall-street, London, E.C.; at the Mart; and of Messrs. Beadel, Wood, & Co., 97, Gresham-street, London, E.C.

## THE LEA, ESHER

(late residence of Henry Truman, Esq., deceased), a very choice Freehold Residential Property of about 26 acres in a superb and entirely secluded situation near to "Claremont," under half a mile from Escher Station on the L. & S.W. Railway, adjoining the Common, close to the principal entrance to Sandown Park, and 2 miles from the Thames, comprising a handsome Family Residence of moderate size (on gravel soil) erected about 25 years ago, and in splendid repair, entered through a long ornamental conservatory, and containing 12 bed and dressing rooms, all upon one floor, dining, drawing, and morning rooms, and very complete and convenient domestic appointments. Extensive and beautifully displayed lawns and pleasure grounds and shrubberies in the perfection of maturity and maintenance, ornamented by shapely specimens of Cedrus Deodora, Wellingtonia, Magnolia, Lauratina, Cypress, Copper Beech, and other trees of variegated foliage, with large clusters of Aesculus and Rhododendrons. A prettily timbered miniature Park with a piece of ornamental water, a small orchard, and a most productive walled kitchen garden abundantly stocked with the choicest fruit trees, a capital range of glasshouses. First class modern stabling for 5 horses with 2 coachhouses and harness-rooms in an enclosed yard, 2 summering-boxes and other buildings and 3 picturesque cottages for coachman and gardeners. Opposite the above are two enclosures of newly timbered pasture land with long and valuable frontages. The residential portion of the property, however, is so complete in itself and so entirely secluded that the separation of the former for the erection of high-class houses cannot disturb its privacy or lessen the attractions which it now possesses.

**MESSRS. WALTON & LEE** have received instructions to OFFER the above Property for SALE by AUCTION (first as a whole, and if not so sold then in Three Lots), at the MART, Tokenhouse-yard, London, E.C., on WEDNESDAY, JULY 12th, 1893, at TWO o'clock precisely.

Particulars and conditions of sale, with plans and views, may be obtained of Messrs. Pyke & Parrott, Solicitors, 63, Lincoln's-inn-fields, London, W.C.; and of the Auctioneers, 20, Mount-street, Grosvenor-square, W.

## THE LEA, ESHER.

**MESSRS. WALTON & LEE** are instructed to sell by AUCTION, upon the PREMISES, after the Sale of the Property, the whole of the HOUSEHOLD FURNITURE and EFFECTS of the Residence, together with several first-class Carriage Horses, a capital Brumham, Sociable, Phaeton, Dog Cart, and a quantity of Harness.

Catalogues may be obtained from the Auctioneers in due course.—20, Mount-street, London, W.

TO be SOLD, A Bargain, an extra well-built semi-detached Villa, with good garden, at the very low price of £200 (cost more to build). Similar house letting at £25 per annum.—Apply to BUAYEY, 2, Telford-avenue, Streatham-hill, S.W.

## LEGAL and GENERAL LIFE ASSURANCE OFFICE.

No. 10, Fleet-street, London, E.C., 19th June, 1893.

The Proprietors of this Society are requested to take notice that the Dividend for the Current Year will be payable on Saturday, the 1st day of July next.

Warrants for such Dividend at the rate of 14s. per share, free of Income Tax, will be forwarded by post on Friday, the 30th instant. The Transfer Books of the Society will be closed from Friday, the 16th inst., to Friday, the 30th inst., both days inclusive.

By Order of the Board.  
E. COLQUHOUN, Actuary and Manager.

## NORTHERN ASSURANCE COMPANY,

Established 1836.

London: 1, Moorgate-street. Aberdeen: 1, Union-terrace.

Accumulated Funds, £4,146,000.

The FIFTY-SEVENTH ANNUAL GENERAL MEETING of this Company was held within their House at Aberdeen on FRIDAY, the 9th June, 1893, when the Directors' Report was presented.

The following is a summary of the report referred to:

## FIRE DEPARTMENT.

The PREMIUMS received last year amounted to £710,769 5s. 1d., showing an increase of £21,463 13s. 10d. over those of the previous year.

The LOSSES amounted to £490,100 5s. 4d., or 67·6 per cent. of the premiums.

The EXPENSES OF MANAGEMENT (including commission to agents and charges of every kind) came to £233,894 12s. 7d., or 32·9 per cent. of the premiums. After reserving the usual 33½ per cent. of the premiums to cover liabilities under current policies, a loss was incurred of £10,387 11s. 1d.

## LIFE DEPARTMENT.

ASSURANCE BRANCHES.—The new assurances during the year reached in the aggregate the sum of £262,840. These new assurances yielded annual premiums amounting to £14,651 8s. 3d., and single premiums amounting to £480 7s. 8d.

The TOTAL INCOME of the year (including interest) was £318,205 7s. 11d.

The CLAIMS amounted to £179,523 8s. 9d.

The EXPENSES OF MANAGEMENT (including commission) were limited to 10 per cent. of the premiums received.

ANNUITY BRANCH.—The sum of £15,453 11s. 6d. was received for annuities granted during the year.

The whole FUNDS of the Life Department now amount to £2,637,441 17s. 5d.

The report having been unanimously adopted, it was resolved that the total amount to be distributed amongst the shareholders for the year 1892 be £67,500, being dividend of £2 5s. per share.

## LONDON BOARD OF DIRECTORS.

Colonel Robert Baring, Esq.  
H. Cosmo O. Bonser, Esq., M.P.  
Ernest Chaplin, Esq.  
Sir Philip Currie, G.C.B.  
Alex. P. Fletcher, Esq.

## SECRETARY.—H. E. Wilson.

## FIRE DEPARTMENT.—James Robb, Manager.

## LIFE DEPARTMENT.—F. Laing, Actuary.

GENERAL MANAGER OF THE COMPANY.—Jas. Valentine. Copies of the report with the whole accounts of the Company for the year 1892 may be obtained from any of the Company's offices or agencies.

OFFICES to be LET at 17, Pall-mall East, S.W.—Important new buildings; spacious entrance-hall; wide easy stairs; every convenience; perfect sanitation; gas and electric light laid on to each floor; rents from £45 to £250, including all rates and taxes; coal, and office cleaning.—Apply to HOUSEKEEPER on the premises.

SOLICITORS and Others will find excellent Office to be Let in Safe Deposit Buildings, Chancery-lane, close to the Law Courts and her Majesty's Patent Office; electric light and hall porter; boy messenger boxes.—Apply COLLECTOR'S OFFICE, 63, Chancery-lane.

BOOKS BOUGHT.—To Executors, Solicitors, &c.—HENRY SOTHERAN & CO., 14, Strand, and 37, Piccadilly, PURCHASE LIBRARIES or smaller collections of Books, in town or country, giving the utmost value in cash; also value for PROBATE. Experienced valuers promptly sent. Removals without trouble or expense to sellers. Established 1816. Telegraphic Address Bookmen London. Code in use, Unicoils.

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ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

## SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1836.

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